

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

1. Plaintiff 1 daughter of AB
2. Plaintiff 2 daughter of AB
3. Plaintiff 3 daughter of AB,

VERSUS

1. Defended 1 son of AB
2. Defended 2 son of CD
3. Defended 3 son of CD
4. Defendant 4 W/o MS,
5. Defendant 5 son of CD
6. Defendant 6 son of CD
7. Defendant 7 W/o AMW
8. Sub Registrar-II

**SUIT FOR DECLARATION, CANCELLATION OF
DOCUMENTS, PARTITION OF PROPERTY
& PERMANENT INJUNCTION**

The plaintiffs abovenamed most respectfully beg to submit as under:

1. That the plaintiffs are law abiding & peace-loving citizens of Islamic Republic of Pakistan and alongwith their families and are residing at the above mentioned address for the last 20 years.
2. That the plaintiffs and defendant No.1 jointly and severally purchased an immovable property i.e. Open Commercial Plot of land bearing No. 7, Survey Sheet No. PR-2, Survey No.7, Government Tenure, measuring 980 square yards, situated in Quarters, Karachi, hereinafter referred to as the "**Said Property**" from one Mr Polad Merwan Polad son of Merwan F. Polad, on 16 April 1995, through Registered Conveyance Deed bearing Registration No. 788, Book No.1, before Sub-Registrar T. Div. 1(A) Karachi dated 24-04-1995, and bearing M.F. Roll No. 2057, Photo Registrar, Karachi dated 14-05-1995 as such all the above said plaintiffs and defendant No.1 become equal sharers of the above said property through this Conveyance Deed.

(Copy of Conveyance Deed dated 16 April 1995 is attached herewith and marked as annexure P/1)

3. That it is humbly submitted that the plaintiffs and defendant No.1 after purchasing the said property, jointly decided to construct a building having one Basement and Shops/ Offices / Godowns on the said plot be known as "Seema Electronic Center" in accordance with the approved plans passed by the Karachi Building Control Authority, Karachi, vide Approval Permission # KBCA/DKA/ DCBXVI/ PROP-II/93/99, dated 14-05-1997.

4. That it is averred that the plaintiffs and defendant No.1 jointly through their attorney and father viz. Syed Razi Ahmed son of Syed Nazir Ahmed Hashmi, holding CNIC No. 42201-3343537-5, sold out an Office bearing No. 117, with covered area of 230 Square Feet situated on 1st Floor of the above said building to one Syed Zamarrud Shah son of Syed Jamal Shah, through Indenture of Sub-Lease bearing registration No. 2168, before Sub Registrar-II, Saddar Town, Karachi dated 28 June 2016 and Computer No. . BOR-2016-17-3460, and Doc ID: 206742. It is further submitted that thereafter the father of the plaintiffs and defendant No.1 died on or about 18 March 2018.

(Copies of the Sub-Lease and death certificate are attached herewith and marked as annexure P/ to P/)

5. That, it is humbly submitted that the defendant No.1 by pretending / showing himself to be the co-owner and attorney of the plaintiffs has illegally and unlawfully executed Indenture of Sub Lease Deed in favour of the defendant No.2 and 3 in respect of the Car Parking Unit No. P-7, in the said building with covered area of 400 square feet on Basement Floor, to be constructed on the said plot of land / property, vide Indenture of Sub Lease bearing registration No. 1311, Book No. I, before Sub Registrar-II, Saddar Town, Karachi, dated 15-03-2019. It is pertinent to mention that at the time of execution of the said Sub-Lease in favour of the defendant No.2 and 3 by the defendant No.1, he was not in possession of any registered power of attorney executed by the

plaintiffs in his favour and further he has also failed to produce the same before the concerned registrar prior registration of the above said Sub Lease in favour of the defendant No.2 and 3, as such the said Sub Lease has been registered by the defendant No. 8 in their favour without any lawful authority and the same is liable to be canceled as the same is having no legal value in the eye of law.

(Copy of the certified copy of Sub Lease registered in the name of the Defendant Nos.2 and 3 is attached herewith and marked as annexure P/)

6. That it is averred that the defendant No.1 again by pretending / showing himself to be the co-owner and attorney of the plaintiffs has illegally and unlawfully executed Indenture of Sub Lease Deed in favour of the defendant No.4 through her attorney Mr Jawed Ahmed son of S. Razi Ahmed, holding CNIC No. 42201-7731058-5 in respect of the Office No. 204, situated on 2nd floor in the said building with covered area of 225 square feet to be constructed on the said plot of land / property, vide indenture of lease deed bearing registration No. 1315, Book No. I, before Sub Registrar-II, Saddar Town, Karachi, dated 15-03-2019. It is pertinent to mention that at the time of execution of the said Sub-Lease in favour of the defendant No.4 by the defendant No.1, he was not in possession of any registered power of attorney executed by the plaintiffs in his favour and further he has also failed to produce the same before the concerned registrar prior registration of the above said Sub Lease in favour of the defendant No.4, as such the said Sub

Lease has been registered by the defendant No. 8 in their favour without any lawful authority and the same is liable to be cancelled as the same is having no legal value in the eye of law.

(Copy of the certified copy of Sub Lease registered in the name of the defendant No.4 is attached herewith and marked as annexure P/)

7. That it is averred that the defendant No.1 pretending to be the co-owner and attorney of the plaintiffs has again illegally and unlawfully executed another Indenture of Sub Lease Deed in favour of the defendant No.5 & 6, through their attorney Mr Jawed Ahmed son of S. Razi Ahmed, holding CNIC No. 42201-7731058-5, in respect of the Car Parking Unit No. P-2, situated on Basement Floor of the said building with covered area of 300 square feet to be constructed on the said plot of land / property, vide indenture of lease deed bearing registration No. 1312, Book No. I, before Sub Registrar-II, Saddar Town, Karachi, dated 15-03-2019. It is pertinent to mention that at the time of execution of the said Sub-Lease in favour of the defendant No.5 & 6 by the defendant No.1, he was not in possession of any registered power of attorney executed by the plaintiffs in his favour and further he has also failed to produce the same before the concerned registrar prior registration of the above said Sub Lease in favour of the defendant No.5 & 6, as such the said Sub Lease has been registered by the defendant No. 8 in their favour without any lawful authority and the same is liable to be cancelled as the same is having no legal value in the eye of law.

(Copy of the certified copy of Sub Lease registered in the name of the defendant No. 5 & 6 is attached herewith and marked as annexure P/)

8. That the defendant No.1 pretending to be the co-owner and attorney of the plaintiffs has again illegally and unlawfully executed another Indenture of Sub Lease Deed in favour of the defendant No.7, through her attorney Mr Jawed Ahmed son of S. Razi Ahmed, holding CNIC No. 42201-7731058-5, in respect of Office No. 110, situated on 1st Floor of the said building with covered area of 225 square feet to be constructed on the said plot of land / property, vide indenture of lease deed bearing registration No. 1314, Book No. I, before Sub Registrar-II, Saddar Town, Karachi, dated 15-03-2019. It is pertinent to mention that at the time of execution of the said Sub-Lease in favour of the defendant No.7 by the defendant No.1, he was not in possession of any registered power of attorney executed by the plaintiffs in his favour and further he has also failed to produce the same before the concerned registrar prior registration of the above said Sub Lease in favour of the defendant No.7, as such the said Sub Lease has been registered by the defendant No. 8 in her favour without any lawful authority and the same is liable to be canceled as the same is having no legal value in the eye of law.

(Copy of the certified copy of Sub Lease registered in the name of the defendant No. 7 is attached herewith and marked as annexure P/)

9. That on or about _____, the plaintiffs after knowing the facts regarding execution of above said Sub Leases in favour of the defendant No.2

to 7, approached the defendant No.1 and demanded for power of attorney on the basis of which he has sold the said offices / Car Parking Units to the said defendants, on their behalf for which he has failed to produce the same. It is further averred that the plaintiffs have never executed any power or authority in favour of the defendant No.1 to execute / transfer the above said offices / Car Parking Units to any persons but he illegally and unlawfully with collusion of the other defendants have transferred the said portions of the property in favour of the defendants No.2 to 7 in connivance with the defendant No.8 by greasing his palm.

10. That the plaintiffs and defendant No.1 are joint owners of the suit property and out of which only an Office bearing No. 117, with covered area of 230 Square Feet situated on 1st Floor of the above said building has been transferred to one Syed Zamarrud Shah son of Syed Jamal Shah, through Indenture of Sub-Lease bearing registration No. 2168, before Sub Registrar-II, Saddar Town, Karachi dated 28 June 2016 and Computer No. . BOR-2016-17-3460, and Doc ID: 206742, whereas upon the remaining suit property all the plaintiffs and defendant No.1 are having equal shares but the defendant No.1 has illegally and unlawfully transferred Car Parking Unit No. P-7, Car Parking Unit No. P-2, Office No. 204 and Office No. 110 situated on the suit property, in favour of the defendant No. 2 to 7 and the said Sub-Lease Deeds are liable to be rescinded /cancelled by this Honorable Court.

11. That plaintiffs many times contacted with the defendant No.1 to cancel the said Sub Lease Deeds and to give their respective shares in the said property, but due to obstinacy defendant No.1 as well as his other companions started to threatening for dire consequences to the plaintiffs and told them that if they again contacted with them for this purpose then they will face dire consequences.

12. That it is further submitted that the plaintiffs have never executed the above said power of attorney in favour of the defendant No.1 and further plaintiffs have serious apprehension that the defendant No.1 would have transferred other properties through the above said forged and fabricated power of attorney, though the said document has not come on surface and despite of repeated requests by the plaintiffs, the defendant No.1 failed to produce the same as such the plaintiffs have serious apprehension that he would have misused the same and is also intending to misuse the same and the said power of attorney is liable to be cancelled / rescinded.

13. That from reliable sources, the plaintiffs came to know that the defendants being greedy persons and turned dishonest are continuously negotiating with some parties to sell out the suit property to any other party and when the plaintiffs contacted to the defendants and tried to incline them for desisting from such illegal negotiations, they became aggressive and

warned the plaintiffs that they will not handover the suit property to the plaintiffs at any cost and in case of any legal proceeding from the side of the plaintiffs, they will create a fictitious third party interest in the same, hence the defendants are liable to be restrained from selling, transferring, mutating, mortgaging and/or creating any third party interest in any manner, whatsoever in nature, in the suit property without due course of law, as such the plaintiffs are entitled for the relief of permanent injunction from this Hon'ble Court.

14. That the cause of action for filling the instant suit accrued to the plaintiff against the defendants firstly on 24-04-1995, when the suit property was purchased by the plaintiffs and Defendant No.1, secondly on 15 March 2019, when Car Parking Unit No. P-7, Car Parking Unit No. P-2, Office No. 204 and Office No. 110, situated on Commercial Plot of land, bearing Sheet No PR-2, Survey No.7, Government Tenure, admeasuring 980 square yards, Preedy Quarters, Karachi, were illegally and unlawfully transferred by the defendant No.1 without any lawful authority / power of attorney executed by the plaintiffs, thirdly on _____, when the plaintiff came to know about the said facts through reliable sources and approached the defendant No.1 for provision of power of attorney on the basis of which he has transferred the said Carking units / Offices in favour of the defendant No.2 to 7 but he failed to produce the same and further on demand of respective

shares by the plaintiffs in the said property from the defendant No.1, but he also refused to give their shares after that when defendants started negotiations with some other parties to sell out the suit property illegally & unlawfully to any other party and the same continues day to day till the suit of the plaintiff is decreed, as prayed.

15. That the suit property is valued at Rs.10,00,00,000/-, Rs.10,00,000/- for declaration and Rs.10,00,000/- for cancellation of documents, Rs.10,00,000/- for partition of property, and Rs.10,00,000/- for injunction hence the maximum court fees of Rs.15,000/- has been affixed thereon.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to pass judgement and decree in favour of the Plaintiff and against the defendants in the following manner: -

- a). To declare that the Plaintiffs are co-owners of Commercial Plot of land bearing No.7, Survey Sheet No PR-2, Survey No.7, Government Tenure, admeasuring 980 square yards, situated in Preedy Quarters, Karachi, through Registered Conveyance Deed bearing Registration No. 788, Book No.1, before Sub-Registrar T. Div. 1(A) Karachi dated 24-04-1995, and bearing M.F. Roll No. 2057, Photo Registrar, Karachi dated 14-05-1995 except Office No. 117 situated

on the said plot of land, transferred by their attorney / deceased father in favour of one Zamarrud Shah.

b). To declare that the Indenture of Sub Leases bearing registration Nos. 1311, 1312, 1314 and 1315, Book No. I, before Sub Registrar-II, Saddar Town, Karachi, dated 15-03-2019 , executed in favour of the defendant No.2 to 7 by the defendant No.1 in respect of Car Parking Unit No. P-7, Car Parking Unit No. P-2, Office No. 204 and Office No. 110 to be constructed on Commercial Plot of land, bearing No.7, Survey Sheet No PR-2, Survey No.7, Government Tenure, measuring 980 square yards, situated in Preedy Quarters, Karachi as forged and manipulated.

c). To cancel the above said Indenture of Sub Leases bearing registration Nos. 1311, 1312, 1314 and 1315, Book No. I, before Sub Registrar-II, Saddar Town, Karachi, dated 15-03-2019 , executed in favour of the defendant No.2 to 7 by the defendant No.1 in respect of Car Parking Unit No. P-7, Car Parking Unit No. P-2, Office No. 204 and Office No. 110 to be constructed on Commercial Plot of land bearing No.7, Survey Sheet No PR-2, Survey No.7, Government Tenure, measuring 980 square yards, situated in Preedy Quarters, Karachi.

d). To direct the defendant No.1 to produce the above said forged and fabricated power of attorney purportedly executed by the plaintiffs in his favour and all other documents / transfers of sub leases/ sale deeds/ relinquishment

deed or any other deed / documents which were executed by him on the basis of above said forged and fabricated power of attorney, as the said power of attorney was not executed by the plaintiffs in his favour in any manner whatsoever.

e). To direct the Defendant No.8 to produce the power of attorney on the basis of which he has executed Sub Leases i.e. above said Indenture of Sub Leases bearing registration Nos. 1311, 1312, 1314 and 1315, Book No. I, before Sub Registrar-II, Saddar Town, Karachi, dated 15-03-2019 , executed in favour of the defendant No.2 to 7 by the defendant No.1 in respect of Car Parking Unit No. P-7, Car Parking Unit No. P-2, Office No. 204 and Office No. 110 to be constructed on Commercial Plot of land bearing No.7, Survey Sheet No PR-2, Survey No.7, Government Tenure, measuring 980 square yards, situated in Preedy Quarters, Karachi.

f). To grant permanent injunction against the defendants, thereby restraining them, their agents, servants, colleagues, representatives and / or anybody else acting through them or on their behalf from selling, alienating, transferring, entering into sale agreements, interfering into proprietary rights / possession and / or creating third party interest in respect of the said property, viz. **Commercial Plot of land bearing No.7, Survey Sheet No. PR-2, Survey No.7, Government Tenure, admeasuring 980 square yards, Preedy Quarters, Karachi or any part thereof**, in any manner whatsoever in nature except due course of law.

g). To grant permanent injunction against the defendants, thereby restraining them, their agents, subordinates, servants, colleagues and / or anybody else acting through them or on behalf from transferring the suit property and / or registering any sale deed or any other document regarding transfer of the suit property in the name of any other party and /or creating third party, in any manner whatsoever in nature except due process of law.

h). To order the Partition of separate shares of each of the plaintiffs and defendant No.1 and if such separate partition by metes and bounds is not possible or expedient then to order that i.e. Commercial Plot of land bearing No. 7, Survey Sheet No PR-2, Survey No.7, Government Tenure, admeasuring 980 square yards, Preedy Quarters, Karachi except Office No. 117 admeasuring 230 square feet situated on 1st floor of the said property, be sold and the proceed thereof be equally distributed amongst the plaintiffs and defendant No.1 in accordance with law.

i). Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

Prayer is made in the interest of justice.

Plaintiff No.1

Plaintiff No.2

Plaintiff No.3

Karachi.

Dated: -06-2023

Advocate for the Plaintiffs

VERIFICATION

I, Mst Plaintiff 1 daughter of AB D/O Syed Razi Ahmed, Muslim, adult, residing at 38-U, Block VI. P.E.C.H. Society, Karachi, the Plaintiff No.1 in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: -06-2023

DEPONENT

I, Plaintiff 2 daughter of AB, Muslim, adult, residing at 38-U, Block VI. P.E.C.H. Society, Karachi, the Plaintiff No.2 in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: -06-2023

DEPONENT

I, Plaintiff 3 daughter of AB, Muslim, adult, residing at 38-U, Block VI. P.E.C.H. Society, Karachi, the Plaintiff No.3 in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras

including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: -06-2023

DEPONENT

DOCUMENT FILED

As per annexures.

DOCUMENTS RELIED UPON

Original of the Annexures,
and all other relevant documents.

ADDRESS OF THE PARTIES

As in Title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL.

As in Vakalatnama.

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others

Plaintiffs

VERSUS

Defended 1 & Others

Defendants

APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION151 CPC.

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the Plaintiffs abovenamed that this Hon'ble Court may graciously be pleased to grant interim injunction against the defendants thereby restraining the defendants, their agents, servants, employees, nominees, colleagues, persons, representatives, workers, attorneys and / or anybody else acting on their behalf or in their name, from selling mortgaging, alienating, transferring the said immoveable property **i.e. Commercial Plot of land, bearing No.7, Survey Sheet No PR-2, Survey No.7, Government Tenure, admeasuring 980 square yards, situated in Preedy Quarters, Karachi or any part thereof**, and / or creating any third party interest in the same, in any manner whatsoever in nature without due course of law and further restraining the defendant No. 8 alongwith their subordinates, representatives, officials, workers and agents from effecting any transfer of the above mentioned suit property in the name of any other person / persons in any manner whatsoever in nature without due course of law, till final disposal of the main suit.

Ad-interim orders for maintaining the status quo are solicited.

The prayer is made in the interest of justice.

Karachi:

Dated: -06-2023

Advocate for the Plaintiffs

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others

Plaintiffs

VERSUS

Defended 1 & Others

Defendants

AFFIDAVIT

I, Mst Plaintiff 1 daughter of AB daughter of Syed Razi Ahmed, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am the Plaintiff No.1 in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions and the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as part of this affidavit for the sake of brevity.

3. That I say that I have a good *prima facie* case, the balance of convenience lies in my favour and until and unless accompanying application is granted as prayed I will be seriously prejudiced and shall suffer irreparable loss.

4. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -06-2023 DEPONENT
IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others Plaintiffs

VERSUS

Defended 1 & Others Defendants

LIST OF LEGAL HEIRS OF THE PLAINTIFFS

PLAINTIFF NO.1

- 1.
- 2.
- 3.
- 4.

PLAINTIFF NO.2

- 1.
- 2.

3.

4.

PLAINTIFF NO.3

1.

2.

3.

4.

In case of the death of any of the Plaintiffs, one of her legal heirs mentioned above shall inform / intimate this Hon'ble Court.

Karachi:

Dated: -06-2023

Advocate for the Plaintiff

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others Plaintiffs

VERSUS

Defended 1 & Others Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFFS

Karachi:

Dated: -06-2023 Advocate for the Plaintiffs

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others Plaintiffs

VERSUS

Defended 1 & Others Defendants

LIST OF WITNESSES

1. Plaintiffs They will corroborate the version of the Plaintiffs in their plaint.
2. Support the Version of the Plaintiffs.
3. -----do-----
- 4.

Karachi:

Dated: -06-2023 Advocate for the Plaintiffs

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others Plaintiffs

VERSUS

Defended 1 & Others Defendants

**APPLICATION UNDER RULE 110 OF THE SINDH
CHIEF COURT RULES**

For the facts and reasons disclosed in the accompanying affidavit, it is most respectfully prayed on behalf of the plaintiffs above named that this Hon'ble Court may graciously be pleased to treat the matter as urgent and the same may very kindly be fixed on - 2023 in the Court / Chamber for hearing.

Prayed is made in the interest of justice.

Karachi:

Dated: -06-2023 Advocate for the Plaintiffs

For immediate use in Court

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others Plaintiffs

VERSUS

Defended 1 & Others Defendants

AFFIDAVIT

I, Mst Plaintiff 1 daughter of AB daughter of Syed Razi Ahmed, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am the plaintiff No.1 in the above titled matter and deponent of this affidavit, hence am fully conversant with the facts of the case.
2. That the accompanying application U/R 110 of Sindh High Court Rules has been drafted and filed under my instructions and the contents whereof may be treated part and parcel of this affidavit for the sake of brevity.
3. That until and unless the accompanying application is allowed, I shall be seriously prejudiced and suffer irreparable losses.
4. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -06-2023

DEPONENT

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others Plaintiffs

VERSUS

Defended 1 & Others Defendants

APPLICATION FOR EXEMPTION

For the reasons disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the abovenamed plaintiffs that this Hon'ble Court may be pleased to allow them to produce Photocopies of the annexures.

This prayer is made in the larger interest of justice.

Karachi:

Dated: -06-2023 Advocate for the Plaintiffs.

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others

Plaintiffs

VERSUS

Defended 1 & Others

Defendants

AFFIDAVIT

I, Mst Plaintiff 1 daughter of AB daughter of Syed Razi Ahmed, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am plaintiff No.1 as well as deponent of this affidavit, as such am fully conversant with the facts.
2. That the accompanying application for exemption has been drafted and filed under my instructions and the contents whereof may be treated part and parcel of this affidavit for the sake of brevity.
3. That unless the accompanying application is allowed, I as well as other plaintiffs shall be seriously prejudiced and suffers irreparable losses.
4. That whatever has been stated above is true and correct.

Karachi

Dated: -06-2023

DEPONENT

IN THE HIGH COURT OF SINDH AT KARACHI

Civil Suit No. / 2023

Mst Plaintiff 1 daughter of AB & Others

Plaintiffs

VERSUS

Defended 1 & Others

Defendants

INDEX

Sr. No.	Particulars	Annexures	Page Nos.
1.	Memo of plaint		
2.	Copy of Conveyance Deed dated 16 April 1995	P/1	
3.	Copy of the Sub-Lease of Office No.117	P/2	
4.	Copy of Death Certificate	P/3	
5.	Copy of the certified copy of Sub Lease registered in the name of the defendant No.2 and 3	P/	
6.	Copy of the certified copy of Sub Lease registered in the name of the defendant No.4	P/	
7.	Copy of the certified copy of Sub Lease registered in the name of the defendant No. 5 & 6	P/	
8.	Copy of the certified copy of Sub Lease registered in the name of the defendant No. 7	P/	
9.	Application for Urgent Hearing a/w Affidavit		
10.	Application for Exemption a/w Affidavit		
11.	Application for Stay a/w Affidavit		
12.	Vakalatnama		

Karachi:

Dated: May, 2023

Advocate for the Plaintiffs

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2023

ZS son of SA
Karachi

Plaintiff

VERSUS

1. LH son of AWK
Karachi

2. H son of

Karachi.

Defendants

**SUMMARY CHAPTER SUIT FOR RECOVERY OF RS.48,00,000/- (RUPEES
FORTY EIGHT LAC ONLY), UNDER ORDER XXXVII OF THE CODE OF CIVIL
PROCEDURE**

The plaintiff abovenamed respectfully sheweth as under:

1. That the plaintiff is law abiding, peace loving and respectable citizen of Islamic Republic of Pakistan and his whole record is stainless.
2. That the defendant No.1 is childhood friend of the plaintiff. The plaintiff started his property business with him in the yearas he asked the plaintiff to invest an amount in his business on a profit basis. The plaintiff invested an amount of Rs.7,100,000/- in the manner that he paid an amount of Rs.5,500,000/- firstly to him and later he also paid an amount of Rs.1,600,000/- to him and it was agreed that he would pay 25% profit on the above said invested amount to the plaintiff. After passage of

sometimes, the defendant No.1 returned the principal amount of the plaintiff in shape of land amounting of Rs.2,050,000/-, a Flat for an amount of Rs.3,000,000/- and also returned remaining balance to the plaintiff but he did not pay the above said agreed profit to the plaintiff.

(Copy of Agreement / Contract for partnership of Flat is attached herewith and marked as annexure P/)

3. That later on the defendant No.1 requested the plaintiff to sale him said above said flat and in this regard, he made the plaintiff partner in shop at and also gave profit amount of Rs. 200,000/- to the plaintiff in respect of the above-mentioned flat. It is further submitted that the said flat was taken from the plaintiff by defendant No.1 as he has to owe an amount to his investor SH.
4. That later on the plaintiff asked the defendant No.1 to show the said shop and he showed a shop to the plaintiff, but it was found to be very small and far below cost of the amount of Rs.6,000,000/. Later on, the plaintiff came to know that he had committed fraud with the one SH and sold out said shop and also adjusted the above said small shop to said SH. After that conversations were held with the defendant No.1 in the presence of Market people in which he issued three cheques i.e. (1) Cheque No. dated (2) Cheque No. and (3) Cheque No. three of Rs.1,000,000/- each, for a total amount of Rs.30,00,000/- of Bank Karachi title as Alliance the Real Estate. It is further submitted that the defendant No.2 who is also his business

partner delivered two cheques i.e. (1) Cheque No. for an amount of Rs.4,00,000/- and (2) for an amount of Rs.2,00,000/- of his bank account titled as Estate and Builders at Bank, Market Branch, Karachi to the plaintiff. After that the plaintiff presented all five cheques into his account twice at Bank, Block L but all cheques were dishonored.

(Copies of the cheques along with memos of bank are filed herewith and marked as annexure P/1 to P/)

5. That it is humbly submitted that later on the plaintiff came to know that the defendants have adjusted above said shop to said SH in lieu of amount of Rs. 5,000,000/- hence the plaintiff asked them to give him Rs. 5,000,000/- instead of Rs.3,600,000/- amount upon which they agreed with the plaintiff and in this regard, they requested for time of two to three months upon which the plaintiff agreed to extend time subject to the condition that they would pay the plaintiff monthly profit in lieu of the said amount to him for which they agreed.

6. That it is humbly submitted that the defendant No.1 also issued two other cheques against the above said amount i.e. (1) Cheque No. for an amount of Rs.1,00,000/- and (2) Cheque No. for an amount of Rs.1,00,000/- of Bank. It is further submitted that the defendant No.1 also issued two cheques against the above said amount i.e. (1) Cheque No. for an amount of Rs.5,00,000/- and (2) Cheque for an amount of Rs.5,00,000/- of another Bank , Karachi through his bank account titled as After that the

plaintiff presented the above four cheques into his account at Bank, but the same were also bounced / dishonored.

(Copies of the above cheques along with memo of banks are attached and marked as annexure P/ to P/)

7. That the defendants kept the plaintiff under some false hopes and promises by playing delaying tactics they are still required to pay the said loan.
8. That the plaintiff again contacted the defendants alongwith bouncing cheques, but the defendants became greedy and wants to usurp the amount of the plaintiff with malafide intention and ulterior motives and started to give lame excuses and neither they paid the actual amount nor paid profit of the business.
9. That it is averred that they paid monthly profit of Rs.150,000/- for two months to the plaintiff but later on stopped it by saying that it is interest amount. After that the plaintiff moved an application on at PS where he recorded his statement u/s 154 CrPC after that the plaintiff got registered FIR there being FIR No. under section 489-F/34 PPC.

(Photocopy of FIR is enclosed herewith and marked as annexure P/)

10. That the plaintiff is lawfully entitled to recover his outstanding amount against cheques of Rs.48,00,000/- (Rupees Forty-Eight Lac Only) alongwith interest of prevailing bank rates per annum.

11. That the cause of action arose to the plaintiff against the defendant firstly in the year when the plaintiff paid an amount of Rs.,71,00,000/- (Rupees Seventy One Lacs Only) to the defendant No.1 for investment purpose in his business which was being run by both the defendant jointly, secondly when defendants failed to return the said amount along with profit as well as interest on it to the plaintiff and started lame excuses, thirdly when the defendant issued three cheques of Rs.48,00,000/- to the plaintiff , the plaintiff presented the same to the concern bank but the same became dishonoured/ bounced and finally when plaintiff lodged the FIR against the defendants against the said bounced cheques due to nonpayment of above amount and interest, and the same is continuing day to day till the final disposal of this suit.

12. That the plaintiff has adopted the summary chapter procedure to redress his grievances and residing within the local limits of P.S. _____, which is within the territorial jurisdiction of this Hon'ble Court.

13. That proper Court fee is affixed herewith.

PRAYER

In the light of above facts and circumstances, it is respectfully prayed on behalf of the plaintiff and against the defendant as under:-

- a) To pass the Judgment and Decree for Recovery of Rs.48,00,000/- (Rupees Forty Eight Lac Only) in favour of plaintiff and against the defendants, plus interest at the prevailing bank rate per annum.
- b) Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

Plaintiff

Karachi.

Dated: -12-2023

Advocate for Plaintiff

VERIFICATION

I, ZS son of SA, Muslim, Adult, Resident of Karachi, the plaintiff in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: DEPONENT

DOCUMENT FILED As per annexures.

DOCUMENTS RELIED UPON Original of the Annexures, and
all other relevant documents.

ADDRESS OF THE PARTIES As in Title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL. As in Vakalatnama.

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2023

ZS Plaintiff

VERSUS

LH & Another Defendants

APPLICATION U/O XXXVIII RULE 5 CPC, R/W SECTION 151 CPC.

For the reasons and facts disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the plaintiff abovenamed that this Hon'ble Court may be pleased to attach the property i.e.

_____, _____, before Judgment, as the plaintiff apprehends that to avoid the payment of decretal amount, the defendant may disposed off his said property or she can change the title of the same.

Ad interim orders are also solicited.

Prayed accordingly in the interest of justice.

Karachi:

Dated: -12-2023

Advocate for the Plaintiff

For immediate use only

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2023

ZS

Plaintiff

VERSUS

LH & Another

Defendants

AFFIDAVIT

I, ZS son of SA, , Karachi, do hereby state on oath affirmation as under:-

1. That I am plaintiff in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
2. That the accompanying application has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part of this affidavit.
3. That I say that the defendant became greedy and it is serious apprehension that the defendant may transfer or disposed of the properties mentioned in the main application, hence the accompanying application.
4. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.

5. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

DEPONENT

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2023

ZS

Plaintiff

VERSUS

LH & Another

Defendants

LIST OF LEGAL HEIRS OF THE PLAINTIFF

In case of the death of the plaintiff widow the deceased shall informed the said facts to this Honorable Court.

Karachi:

Dated: -12-23

Advocate for the Plaintiff

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2023

ZS

Plaintiff

VERSUS

LH & Another

Defendants

LIST OF WITNESSES OF THE PLAINTIFF

Karachi:

Dated: -12-23

Advocate for the Plaintiff

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2023

ZS

Plaintiff

VERSUS

LH & Another

Defendants

ADDRESS FOR SERVICES OF THE PLAINTIFF

ZS son of SA
, , Karachi

Karachi:

Dated: -12-2023

Advocate for the Plaintiff

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2023

ZS

Plaintiff

VERSUS

LH & Another

Defendants

APPLICATION U/S 149 CPC

It is most respectfully submitted on behalf of the plaintiff abovenamed that this Hon'ble Court be graciously pleased to grant temporary leave of the Court of submit the Court fee as the plaintiff is unable to submit the same by the prescribed time granted by the Court due to financial crisis as the plaintiff will suffer irreparable loss if the time for one month from today will not be extended in the interest of justice and equity.

Therefore, it is prayed in the interest of justice and equity that the plaintiff be allowed to submit the Court fee.

This prayer is made in the larger interest of justice.

Karachi.

Dated: -12-2023

Advocate for the Plaintiff

IN THE COURT OF DISTRICT & SESSION JUDGE, EAST AT KARACHI

Civil Suit No. / 2023

MH

Plaintiff

VERSUS

Mrs. KI

Defendant

**AFFIDAVIT IN SUPPORT OF APPLICATION
UNDER SECTION 149 CPC**

I, ZS son of SA, Muslim, Adult, Resident of Karachi, do hereby state on Oath as under: -

1. That I am plaintiff in the above matter hence fully conversant with the facts of the case.
2. That I say that the accompanying application under section 149 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that I undertake to submit the Court fee in this Hon'ble Court, in mean while my plaint way may please be admitted.
4. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of the above suit.

5. That I say that I have got a good prima facie case, balance of convenience is also in my favour and until and unless the accompanying application is granted as prayed, I shall suffer irreparable losses and will be seriously prejudiced.
6. That unless the accompanying application is granted, I shall suffer irreparable loss.
7. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: D E P O N E N T

IN THE COURT OF DISTRICT & SESSIONS JUDGE, EAST AT KARACHI

Summary Suit No. / 2023

NIA son of IA
Karachi Plaintiff

VERSUS

FM son of TM
Karachi Defendant

**SUMMARY CHAPTER SUIT FOR RECOVERY OF RS.15,00,000.00 (RUPEES
FIFTEEN LAC ONLY),
UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE**

The plaintiff abovenamed respectfully sheweth as under: -

1. That the plaintiff is law abiding, peace loving and respectable citizen of Islamic Republic of Pakistan and his whole record is stainless. It is pertinent to mention that the plaintiff is engaged in lawful business / private work to earn his livelihood as such enjoys a good reputation among his colleagues, friends, the general public and business community as well.
2. That the plaintiff and defendant are having friendship relations with each other and the defendant was in dire need of some money as such he approached the plaintiff and requested for some loan to meet his requirements.
3. That the plaintiff on his request gave him an amount of Rs.15,00,000/- as loan and the defendant promised to return the same as soon as possible.
4. That thereafter the plaintiff approached him for return of his amount as per his promises, but the defendant kept the plaintiff on hollow hopes and failed to return his amount. It is further submitted that then on insisting of the plaintiff, the defendant issued him 03 cheques bearing (1) (2) No. and (3) of each amount of Rs.5,00,000/- of Bank, Karachi.
5. That thereafter the plaintiff deposited the said cheques on in his bank account at Bank 2 Karachi, for encashing the said cheque given by the defendant, the said cheque became dishonoured and bounced with the

reason “**Fund Insufficient**”. The plaintiff after that immediately contacted to the defendant but he against started to give false excuses and promised to return the amount of plaintiff as soon as possible but he failed to do so and on the other hand started issuing threats for dire consequences as well as Killing to the plaintiff, who thereafter reported the matter at Police Station Karachi vide application dated against the defendant.

(Photocopies of Cheques and Returning Slip are enclosed herewith and marked as annexures ‘P/1 to P/ ’)

6. That the plaintiff being constrained moved an application / complaint to the SHO Police Station against the defendant and finally lodged the FIR bearing U/s 489-F PPC, at Police Station against him.

(Photocopy of FIR & Challan are enclosed herewith and marked as annexures P/)

7. That the plaintiff is lawfully entitled to recover his amount of Rs.15,00,000/- (Rupees Fifteen Lac Only).
8. That the cause of action arose in favour of the plaintiff and against the defendant, firstly when defendant received an amount of Rs. 15,00,000/- as a loan from the plaintiff, secondly when he started to give lame excuses to the plaintiff and miserably failed to return the said loan, thirdly when the aforesaid cheques (Annexure ‘P/1 to P/3’) issued by the defendant to the plaintiff became dishonour and finally when the defendant clearly refuse to return the amount of plaintiff and started issuing threats of dire

consequences as well as killing to the plaintiff and the same is continuing day to day till the final disposal of this suit.

9. That the plaintiff has adopted the summary chapter procedure to redress his grievances and residing within the local limits of P.S., Karachi, which is within the territorial jurisdiction of this Hon'ble Court.
10. That proper Court fee is affixed herewith.

PRAYER

In the light of above facts and circumstances, it is respectfully prayed on behalf of the plaintiff and against the defendant as under:

- a). To pass a Judgment and Decree for Recovery of an amount to the tune of Rs.15,00,000/- (Rupees Fifteen Lac Only) in favour of plaintiff and against the defendant, plus interest at the prevailing bank rate @ 22% per annum w.e.f year till to date, which cumulatively comes to the tune of Rs. 2434890/- (Rupees Twenty-Four Lacs, forty Eight Thousand and eight hundred and Ninety only) along with interest at same rate till realization of the amount.
- b). Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

Plaintiff
Karachi.

Dated: Advocate for the Plaintiff

VERIFICATION

I, NIA son of IA, Muslim, Adult, R/o Karachi, the plaintiff in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: DEPONENT

DOCUMENT FILED As per annexures.

DOCUMENTS RELIED UPON Original of the Annexures, and
all other relevant documents.

ADDRESS OF THE PARTIES As in Title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL. As in Vakalatnama.

IN THE COURT OF DISTRICT & SESSIONS JUDGE, EAST AT KARACHI

Summary Suit No. / 2023

NIA

Plaintiff

VERSUS

FM

Defendant

APPLICATION U/S 149 CPC

It is most respectfully submitted on behalf of the plaintiff abovenamed that this Hon'ble Court be graciously pleased to grant temporary leave of the Court of submit the Court fee of Rs. _____/-, as the plaintiff is unable to submit the same by the prescribed time granted by the Court as the plaintiff will suffer irreparable loss if the time for two months from today will not be extended in the interest of justice and equity.

Therefore, it is prayed in the interest of justice and equity that the plaintiff be allowed to submit the Court fee.

Karachi.

Dated:

IN THE COURT OF DISTRICT & SESSIONS JUDGE, EAST AT KARACHI

Summary Suit No. / 2023

NIA

Plaintiff

VERSUS

FM

Defendant

AFFIDAVIT

I, NIA S/o IA, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am the plaintiff in the above matter and deponent of this affidavit, as such am fully conversant with the facts of the case
2. That the accompanying application U/s 149 CPC, has been drafted and filed under my specific instructions, contents whereof are true and correct to the best of my knowledge and the same may be treated part and parcel of this affidavit, for the sake of brevity.
3. That I say that I undertake to submit the Court fee before this Hon'ble Court, in mean while my suit may please be admitted.
4. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of above titled suit.

5. That I have got good prima facie case, balance of convenience is also in my favour and until and unless the accompanying application is granted, I shall suffer irreparable losses and will be seriously prejudiced.
6. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi: DEPONENT

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2022

Mr MN son of
MNA, (Late), ,
Islamabad , presently residing at

Karachi Plaintiff

VERSUS

1. Mst BE Wife of FM
Resident of
Karachi.

2. Mr KAK
Karachi Defendants

**SUMMARY CHAPTER SUIT FOR RECOVERY OF RS. 4,00,000/- (RUPEES
FOUR LAC ONLY), UNDER ORDER XXXVII OF THE CODE OF CIVIL
PROCEDURE**

The plaintiff abovenamed respectfully sheweth as under:

1. That the plaintiff is edified and respectable citizen of Islamic Republic of Pakistan, and engaged in the business of estates and is also a registered dealer of DHA as well as Askari and has registered office at the above said address as such enjoys a good reputation among the business circle as well as general public.
2. That the plaintiff is also having number of clients / customers and plots at, Karachi and the plaintiff has previously sold out 3/4 through M/s Estate Agency and one plot through another agent at Karachi and now he was intending to hire a new responsible agent/ company for selling out the said plots / further expansion of his business of estates here at Karachi and to make investment in the said business at Karachi .
3. That the plaintiff has succeeded to get numbers of the defendant No.1 through Estate Agency 2 to do the business with the defendant No.1 in the estate at Karachi and the plaintiff has contacted the defendant No.1 and showed his willingness to do the said business with the defendant No.1 and the defendant No.1 disclosed the plaintiff that she is doing business of estate and is also agent and business partner of M/s Estate 1
4. That the defendant No.1 has given incentive to the plaintiff and offered to make investment of Rs.5,00,000/- as a token in a business deal and in return the defendant No.1 promised to return him Rs.6,00,000/- after few days, for which

the plaintiff showed his consent and as such the plaintiff deposited an amount of Rs.5,00,000/- in the given account number by the defendant No.1 through online in the bank account of the defendant No.2 bearing A/c No.] so called owner of M/s estate 1(the defendant No.2) who upon contacted by the plaintiff through phone assured that the said amount would be returned to the plaintiff with profit as promised by the defendant No.1.

(Copies of Deposit Slips / Proof of online transfer amount in the account of defendant No.2 are attached herewith and marked as annexure P/ to P/)

5. That in lieu of above said investment the defendant No.1 has issued posted dated cheque bearing No. drawn at Bank Karachi dated for an amount of Rs.6,00,000/-. The plaintiff deposited the said cheque on due date in his bank account, wherein it transpired that no bank account in the name of the said person is existing in the said bank as such the plaintiff contacted the defendant No.1 and informed her about the said facts, wherein she assured the plaintiff that the defendant No.1 would open the said account and also assured the plaintiff that the defendant No.1 would deposit the same amount in the said bank account but you failed to do so.

(Copies of post dated cheque along with memo of bank are attached herewith and marked as annexure P/ to P/)

6. That the plaintiff time and again approached the defendant No.1 through different officials / contacts and the defendant No.1 only paid Rs.2,00,000/- to the plaintiff and kept the plaintiff on false hopes and promises to return back the remaining amount of Rs.4,00,000/- but till to date no amount has been received by the

plaintiff. It is further submitted that thereafter the defendant No.1 has blocked the plaintiff's number as such she has committed fraud with the plaintiff with the sole intention to cause financial harms to the plaintiff and to achieve illegal gain from the plaintiff as such she is liable to be prosecuted under the penal laws of the Pakistan as well as civil litigation provided under the law to the plaintiff for recovery of the said amount along with damages also.

7. That due to your above said acts / omission of acts, the plaintiff has sustained mental agonies, injuries and financial loss as well as loss of reputation among his business circle and defamation in general public and also huge financial loses due to misfeasance, nonfeasance and malfeasance on her part as such she may be directed to pay the above said amount to the plaintiff.
8. That on, the plaintiff also sent a legal notice to the defendants above named and directed them to pay the remaining amount of the plaintiff but they failed to reply the same which shows that they have nothing to disclose in their rebuttal and also showed their malafide intention to usurp the amount of the plaintiff and neither they paid the actual amount nor paid profit of the business.

(Copies of the legal notice along with courier receipts are attached herewith and marked as annexure P/ to P/)

9. That the plaintiff is lawfully entitled to recover his outstanding amount / bounced cheque of Rs.4,00,000/- (Rupees Four Lac Only) along with interest of 10% per annum.
10. That the cause of action arose when the plaintiff paid an amount of Rs.5,00,000/- (Rupees Five Lac Only) to the defendant No.2 for investment purpose , secondly when defendant No.1 issued posted dated cheque bearing No., drawn at Bank Karachi dated, thirdly when plaintiff presented the cheque of the defendant No.1 to the concern bank but the same became dishonour and finally and lastly when the defendant paid only Rs.2,00,000/- and failed and neglected to pay the remaining amount of Rs.4,00,000/- to the plaintiff and started lame excuses, and the same is continuing day to day till the final disposal of this suit.
11. That the plaintiff has adopted the summary chapter procedure to redress his grievances and residing within the local limits of P.S. _____, which is within the territorial jurisdiction of this Hon'ble Court.
12. That proper Court fee is affixed herewith.

PRAYER

In the light of above facts and circumstances, it is respectfully prayed on behalf of the plaintiff and against the defendant as under:

- a) To pass the Judgment and Decree for Recovery of Rs. Rs.4,00,000/- (Rupees Four Lac Only) in favour of plaintiff and against the defendants, plus interest at the rate of 10% per annum.
- b).Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

Karachi.

Dated: Plaintiff

Advocate for the Plaintiff

VERIFICATION

I, MN son of MNA, (Late), Muslim, Adult, R/o Karachi, the plaintiff in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated:

DOCUMENT FILED

DEPONENT

As per annexures.

DOCUMENTS RELIED UPON Original of the Annexures, and
 all other relevant documents.

ADDRESS OF THE PARTIES As in Title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL. As in Vakalatnama.

IN THE COURT OF DISTRICT & SESSION JUDGE, CENTRAL AT KARACHI

Civil Suit No. / 2022

Mr MN Plaintiff

VERSUS

Mst BE & Another Defendants

**SUMMARY CHAPTER SUIT FOR RECOVERY OF RS. 4,00,000/- (RUPEES
FOUR LAC ONLY), UNDER ORDER XXXVII OF THE CODE OF CIVIL
PROCEDURE**

Karachi:

Dated: Advocate for the Plaintiff

IN THE HIGH COURT OF SINDH AT KARACHI

(Original civil jurisdiction)

Suit No. _____ of 2021

Mr FM son of MH,
Muslim, adult,
Chief Executive Officer /CEO of following Stations: -

1. CNG Station 1
2. CNG Station 2

3. CNG Station 3

4. CNG Station 4

5. CNG Station 5

6. CNG Station 6

7. CNG Station 7

8. CNG Station 8

9. CNG Station 9

10. CNG Station 10

11. CNG Station 11

12. CNG Station 12

13. CNG Station 13

14. CNG Station 14

15. CNG Station 15

16. CNG Station 16

Plaintiff

Versus

1. Federation of Pakistan
Through the Secretary,
Ministry of Petroleum & Natural Resources
Government of Pakistan, Pak Secretariat,
Islamabad

2. Federation of Pakistan
Through the Secretary,
Ministry of Finance ,
Government of Pakistan, Pak Secretariat,
Islamabad

**3. Sui Southern Gas Company Limited
, Karachi Defendants**

SUIT FOR DECLARATION AND PERMANENT INJUNCTION

Respectfully sheweth:

Summary

Through this suit, the plaintiff seeks to challenge the unlawful demand of arrears of cess raised by defendant No.3 purportedly under the Gas Infrastructure Development Cess Act, 2015 (“**GIDC At, 2015**”) through GIDC bills for the months of November & December, 2020 (“Impugned Bills”).

The demand of arrears of Cess is against the judgment dated 26-10-2016 and Decree dated 25-02-2017 passed by this Honorable Court in Plaintiff's Suit No. 1196 of 2015 ("Plaintiffs' Suit"), whereby the GIDC Act, 2015 was struck down. The judgment and decree in the Plaintiff's suit are to date, in the field and operative. In fact, the judgment and decree have attained finality.

Further, the impugned bills are in contravention of Section 8 of the GIDC Act, 2015 and the judgment of the Honorable Supreme Court of Pakistan ("SCP") reported as Khurshid Soap & Chemical Industries (Pvt.) Ltd. V Federation of Pakistan, PLD 2020 SC 641 ("Khurshid Soap").

- i. According to the proviso to sub-section (2) of Section 8 of the GIDC Act, 2015 the industrial sector, excluding Fertilizer Feed Stock is exempted from payment of arrears of GIDC accrued under the GIDC Act, 2011 and GIDC Ordinance, 2014 (“Ordinance”) “if it has not collected by it”. CNG, having part of the industrial sector, is entitled to the benefit of the provision to sub-section (2) of Section 8 of the GIDC Act, 2015.
- ii. The SCP is Khurshid Soap has allowed the Federal Government to collect arrears of cess only from persons who had passed on the burden of cess to its consumers. Arrears of cess cannot therefore be collected from the plaintiffs.

Introduction

- 1.** The plaintiffs are engaged in and are carrying on the business of operating Compressed Natural Gas (CNG) station and are suppliers of CNG. The CNG stations of the Plaintiffs are located in the Province of Sindh.
- 2.** Natural gas is compressed by CNG stations through an industrial process CNG sector is, therefore, considered an industry by the Government of Pakistan. All CNG stations pay industrial tariff both for natural gas and electricity. This is evident from the letter dated 24-05-1999 issued by Ministry of Petroleum and Natural Resources (MPNR).

(Letter dated 24-05-1999 issued by MPNR is attached as Annex A)

3. That Defendant No.1 is the Ministry responsible for the supervision, management and regulation of the exploration, exploitation, transmission and distribution of natural gas at the federal level. The Defendant No.2 is the Ministry responsible for all financial affairs of the Federal Government. The defendant No.3 is a public limited gas distribution company. Suit Southern Gas Company Limited (SSGC) is majority owned and directly controlled by the Federal Government.
4. The plaintiffs challenged the constitutionality of the GIDC Act, 2015 before this Hon'ble Court in Suit No. 1196 of 2015. Through judgment dated 26.10.2016 this Hon'ble Court declared the GIDC Act, 2015 unconstitutional. The Plaintiffs' suit was decreed on 25-02-2017.

Plaintiffs' Suit is attached as Annex B-1

Judgment of this Hon'ble Court dated 26-10-2016 is attached as Annex B-2

Decree dated 25-02-2020 passed in Suit No. 1196 of 2015 is attached as Annex B-3.

5. The Federation did not challenge the judgment and decrees in the Plaintiffs' suit within time. The judgment and decree attained finality.
6. On 11-03-2020 HCA No. 101 of 2020, an appeal barred by 2 years and 11 months (approx.), was filed by the Federation before this Division

Bench of this Hon'ble Court. HCA No. 101 of 2020 is pending. No interim relief was granted to the Federation. The delay has also not been condoned, yet. Even otherwise a single appeal against several judgments and decrees is not maintainable.

**Copies of HCA No. 101 of 2020 & Orders are attached as
Annex C-1 & C-3 respectively**

History of Legislation and Litigation:

GIDC Act, 2011

7. The Federal Government levied GIDC in 2011 on consumers of gas, excluding domestic consumers.
8. The legislative instrument through which GIDC was imposed was a Money Bill. It was passed by the National Assembly. Having received Presidential assent, it became the GIDC Act, 2011. Second Schedule of the GIDC Act, 2011 was amended through Section 19 of the Finance Act, 2012.

**Copy of GIDC Act, 2011
is attached as Annex D-1 &**

**Relevant Extract of Finance Act, 2012
is attached as Annex D-2**

9. Notification under this Act was issued on 07-09-2013 and 31-12-2013, respectively.

**Notification dated September 07, 2013
is attached as Annex E-1**

**Notification dated December 31, 2013
is attached as Annex E-2**

10. GIDC Act, 2011 was amended on 26-06-2014 by Section 9 of the Finance Act, 2014.

**Section 9 of the Finance Act, 2014
is attached as Annex E-3**

11. The GIDC Act, 2011 was challenged by taxpayers in every High Court of the country. Every High Court granted interim relief to the taxpayers.

Peshawar High Court (PHC) strikes the statute down

12. On 13-06-2013 PHC struck down the GIDC Act, 2011. The judgment is reported as Ashraf Industries v Federation of Pakistan; 2013 PTD 1732 (Ashraf Industries).

**Copy of Judgment of PHC reported as
Ashraf Industries v Federation of Pakistan; 2013 PTD 1732
is attached as Annex F**

SCP dismissed appeal

13. The Federation appealed to the SCP.

14. On 22-08-2014 the appeals were dismissed; Judgment of SCP is reported as Federation of Pakistan v Durrani Ceramic Ltd; 2014 SCMR 1630 (Durrani Ceramics).

**Copy of Judgment of SCP reported as
Federation of Pakistan v Durrani Ceramic Ltd; 2014 SCMR 1630
is attached as Annex G**

15. The Federation filed review petitions.

GIDC Ordinance, 2014

16. On 25-09-2014 while the review petitions were pending, GIDC Ordinance, 2014 was promulgated. Its duration was 120 days. The last day was 22-01-2015. The National Assembly on 16-01-2015 extended it for another 120 days with effect from 22-01-2015. The Ordinance repealed the GIDC Act, 2011. The Ordinance was repealed on 22-05-2015 by operation of Article 89 of the Constitution. The repeal of the Ordinance did not revive the GIDC Act, 2011.

**Copy of GIDC Ordinance, 2014
is attached as Annex H**

17. The Ordinance was challenged in the High Courts by consumers. Interim Orders were granted.

Review petitions dismissed.

18. On 15-04-2015 the SCP dismissed the review petitions. The judgment is reported as Federation of Pakistan v. Durrani Ceramics; PLD 2015 SC 354 (Review Judgment).

Copy of judgment is reported as Federation of Pakistan v. Durrani Ceramics; PLD 2015 SC 354 is attached as Annex I

GIDC Act, 2015

19. On 21-05-2015 GIDC Act, 2015 was passed by both Houses of Parliament and received the assent of the President.

GIDC Act, 2015 is attached Annex J

GIDC Act, 2015 struck down by this Hon'ble Court

20. The GIDC Act, 2015 was challenged before all the High Courts in the country.

21. On 26-10-2016 GIDC Act, 2015 was struck down by this Hon'ble Court for the following reasons: -

- (i) In the Annual Budget Statements for the year 2014-15 and 2015-16 GIDC has been shown as @tax revenue@. This is sufficient to show that the Federal Government intended to levy tax in the form of cess.
- (ii) Tax on natural gas does not find its place within any of the entries in Part I of the Federal Legislative List.
- (iii) A proper charging Section has been introduced through GIDC Act, 2015.
- (iv) In respect of Part II of the Federal Legislative List, legislative authority of the Federation can only be exercised after the policy is formulated by the CCI under Articles 1253 and 154 of the Constitution.
- (v) The judgment of the SECP in Durrani Ceramics does not suggest that any of the grounds urged before PHC were given up.
- (vi) Judgment of PHC merged with the judgment of SCP in Durrani Ceramics.

- (vii) A judicial decision declaring a statute as invalid cannot be overruled by subsequent legislation by enacting a validating statute containing non-obstante clause.
- (viii) There were 10 reasons in the judgment of PHC (merged with Durrani Ceramics) for striking down the GIDC Act, 2011. Only one defect has been removed i.e. the GIDC Act, 2015 has been passed by both Houses.
- (ix) The GIDC Act was not laid before the Federal Cabinet, which is contrary to the earlier judgment by PHC in Ashraf Industries and by the SHC in Mustafa Impex v. Government of Pakistan; 2016 PTD 2269.

22. 337 suits, including that of plaintiffs, were decreed by this Honorable Court.

The Federation only filed an appeal on high court appeal i.e. HCA No. 361 of 2016 against one of the decrees. The decrees in remaining suits, including that of the Plaintiffs, were not challenged by the Federation in that appeal. To the extent of 376 suits the judgment and decrees attained finality. It became a past and closed transaction.

**Copy of HCA No. 361 of 2016
is attached as Annex K**

23. Later, on 11-03-2020, the Federation filed a time-barred HCA No. 101 of 2020 before this Hon'ble Court. Through this appeal the Federation challenged decrees in 375 suits, including that of the Plaintiffs. HCA No. 101 of 2020 is pending before the Division Bench of this Hon'ble Court. Neither an interim order has been issued nor the delay condoned, yet.

Judgment of PHC in petitions challenging the GIDC Act, 2015

24. On 31-05-2017 the PHC dismissed the writ petitions challenging the validity of the GIDC Act, 2015.

**Copy of unreported judgment of PHC
Dated May 31, 2017
is attached as Annex L**

SCP dismissed appeals

25. Petitions for leave to appeal were filed before the SCP against the judgment of PHC. Leave to appeal was granted on 16.08.2017.

26. By a majority of 2:1 the Appeals were dismissed on 13.08.2020 – Khurshid Soap. The judgment of PHC was upheld. The majority judgment upheld the constitutionality of the GIDC Act, 2015. The minority view held the GIDC Act, 2015 unconstitutional.

**Judgment of SCP reported as
Khurshid Soap & Chemical Industries (Pvt) Ltd v. Federation of Pakistan:
PLD 2020 SC 641 is attached as Annex M.**

27. Following directions were given in the majority judgment:

- "(i) From the date of this judgment, we restrain the Federal Government from charging Cess which power of the Federal Government shall remain suspended until the Cess-revenue collected and that which is accrued so far is yet collected is expended on the projects listed in Section 4 of the GIDC Act, 2015
- (ii) In the remaining period of the financial year 2020-21 while considering the fixation of sale price of CNG, OGRA shall not take into consideration the element of Cess

under GIDC Act, 2015 as one of the costs of sale of CNG.

- (iii) As all industrial and commercial entities which consume gas for their business activities pass on the burden on their customers / clients therefore all arrears of Cess that have become due upto 31-07-2020 and have not been recovered so far shall be recovered by the Companies responsible under the GIDC Act, 2015 to recover from their consumers. However, as a concession, the same be recovered in twenty-four equal monthly installments starting from 01-08-2020 without the component of late payment surcharge. The late payment surcharge shall only become payable for the delays that may occur in the payment of any of the twenty-four installments.
- (iv) The Federal Government shall take all steps to commence work on the laying of the North-South pipeline within six months and on TAPI pipeline as soon as its laying in Afghanistan reaches the stage where the work of laying pipeline on Pakistan soil can conveniently start and on IP Pipeline as soon as the sanctions on Iran are no more an impediment in its laying. In case work is carried out on North-South pipeline within the prescribed time and for laying any of the two major pipelines (IP and TAPI) though the political conditions become conducive, the purpose of levying Cess shall be deemed to have been frustrated and the GIDC Act, 2015 would become permanently in operational and considered dead for all intents and purposes.

28. The following is evident from the majority judgment of the SCP:

- (i) GIDC is a fee;

- (ii) The Cess collected can only be utilized in accordance with sub-section (1) of section 4 of the GIDC Act, 2015;
- (iii) GIDC is payable by persons who had passed on the burden to consumers;
- (iv) The Federation cannot charge cess with effect from 13.08.2020 i.e. the date of the judgment;
- (v) Arrears of cess are to be collected only from all those persons who had passed on the burden to the consumers;
- (vi) The collection is to be made in 24 equal monthly installments;
- (vii) Failure to commence work on the North-South pipeline within 6 months from the date of the judgment would render GIDC Act, 2015 "in-operational".

29. A number of assesses sought review of the majority judgment in Kurshid Soap. On 02-11-2020 the short order was announced by SCP in open Court that, 'by a majority of 2:1 the review petitions were dismissed but the Petitioners were to be given benefit of sub-section (2) of Section 8 of the GIDC Act, 2015 and arrears of cess were now to be recovered in 60 equal monthly installments.'

30. The detailed written order was released by SCP on 09-11-2020. It appears from the order that due to typographical or clerical mistake in the detailed written order the number of installments remained unchanged. The review petitioners have filed application for rectification of the typographical mistake before the SCP. Those applications are pending.

**Order of SCP dated 02-11-2020
is attached as Annex N**

31. In respect of sub-section (2) of Section 8 of the GIDC Act, 2015 the SCP in the order dated 02-11-2020 (Review Order) held as under:

“7. ...When the GIDC Act, 2015 have been declared to be intra vires by this Court then every provision of it, which either creates an obligation or grants any relief is enforceable in law. We may further clarify that to seek the relief granted under Section 8(2) of the GIDC Act, 2015 to a particular class entitled to it under certain conditions the remedy lies elsewhere and not in review.

[Emphasis supplied]

GIDC (Amendment) Act, 2018

32. For the sake of completeness, the Federation enacted the GIDC (Amendment) Act, 2018. Under this Act the CNG sector was permitted to pay half of the cess levied or charged from 01-01-2012 to 01-05-2015 in two tranches after signing agreements with the Gas Distribution Companies. A number of CNG stations made payments under the GIDC (Amendment) Act, 2018.

**GIDC (Amendment) Act, 2018
is attached as Annex O**

33. That through the impingement bills SSGC has raised an illegal demand of arrears of cess against the plaintiffs.

**Sample Bills for the months of November & December, 2020
are attached as Annex P**

Demand of arrears of cess is against the judgment and decree of this Hon'ble Court.

34. That the majority judgment in Khurshid Soap did not set-aside either the judgment or the decrees of this Hon'ble Court. The judgment and decrees in the Plaintiff's suit are still in force and continue to operate. The defendants are, therefore, estopped from raising any demand of cess against the plaintiffs. As the judgment and decrees passed by this Hon'ble Court continue to hold the field the demand of arrears of cess from the plaintiffs is illegal.

35. Without prejudice, this Hon'ble Court has held already declared the demand of GIDC from the Plaintiffs illegal. The plaintiffs' rights stand conclusively determined. Those rights are not affected by a contrary view taken by the majority judgment in Khurshid Soap. This is the law declared by the judgment of a Larger Bench of SCP reported as Pir Bakhsh & Others v. Chairman Allotment Committee; PLD 1987 SC 145 (Pir Bukhsh).

**Pir Bukhsh & others v. Chairman Allotment Committee;
PLD 1987 SC 145 is attached as Annex Q**

36. The judgment in Pir Bukhsh was delivered by a 4- Member Bench of the SCP, whereas, the majority judgment in Khrushid Soap is by 2 Hon'ble Judges of SCP. It is settled law that in case of conflict of opinion in judgments of SCP the High Courts are bound to follow the law declared by a larger Bench. To

the extent that the two judgments conflict the judgment in Khurshid Soap is per incuriam.

37. Without prejudice, once the Plaintiffs' suit was decreed and GIDC Act, 2015 declared unconstitutional no GIDC could be levied or charged by the Federation from the Plaintiffs. SSGC, therefore, neither raised any bill for GIDC nor collected it from the plaintiffs under sub-section (1) of Section 3 of the GIDC Act, 2015. The demand of arrears of cess raised through the impugned bills, are, therefore, without any basis.

**Sample bills from 2016 & 2017
are attached as Annex R respectively.**

Demand of arrears of cess is in contravention of Section 8 of the GIDC Act, 2015

38. Section 8 of the GIDC Act, 2015 reads as under: -

"8. Validation of cess collected. -(1) Notwithstanding any omission or anything to the contrary contained in the Gas Infrastructure Development Cess Act, 2011 (XXI of 2011) or the Gas Infrastructure Development Cess Ordinance, 2014 (VI of 2014) or the rules made thereunder, or anything to the contrary contained in any decree, judgment or order of any Court, the cess levied, charged, collected or realized by the company from gas consumers under the aforesaid Act or Ordinance shall be deemed to have been validly levied, charged, collected or realized under the provisions of this Act.

(2) Where any cess referred to in sub-section (1) has not been paid or realized before the coming into force of this Act or if so paid or realized, has been refunded or adjusted against other fees or taxes or charges payable by the gas consumers or the

company, the same shall be recoverable in accordance with the provisions of this Act:

Provided that the said Cess shall not be collected from industrial sector excluding Fertilizer Feed Stock, mentioned at S.No.3 of the second Schedule to both the Gas Infrastructure Development Cess Act, 2011 (XXI of 2011) and the Gas Infrastructure Development Cess Ordinance, 2014 (VI of 2014), if it has not been collected by it.

39. It is submitted in the alternative that the Plaintiffs are being unlawfully denied the benefits of sub-section (2) of Section 8 of the GIDC Act, 2015. The CNG sector is an industrial sector. Natural gas is compressed by CNG stations through an industrial process. The CNG sector is charged industrial tariff both for natural gas and electricity throughout the country. The categories provided in the second Schedule of the GIDC Act, 2011 and the Ordinance were only for purposes of rates at which the cess was to be charged and collected from the consumers of natural gas. However, no such categorization is provided in sub-section (2) of Section 8 of the GIDC Act, 2015. Only Fertilizer Fuel Stock has been excluded. The term "industrial sector" in proviso to sub-section (2) of Section 8 of the GIDC Act, 2015 includes the CNG Sector. Any other interpretation of this provision would not only tantamount to reading into the provision but will render it ex facie discriminatory and repugnant to Article 25 of the Constitution.

40. The Plaintiffs did not charge or collect GIDC from their consumers. They did not pass on the burden. The plaintiffs are, therefore, entitled to the benefit of sub-section (2) of Section 8 of the GIDC Act, 2015.

41. Further, as per the Review Order the determination of whether a person is entitled to the benefit of sub-section (2) of Section 8 of the GIDC Act, 2015 is to be decided by the appropriate fora. In the absence of such determination the demand of arrears of cess is in derogation of the Review Order of SCP.

The demand of arrears of cess is against the majority judgment in Khurshid Soap.

42. The CNG sector is de-regulated. This is evident from the decision of the ECC dated 13-12-2016. Each CNG station determines its own sale price. From the date of judgment and decree of this Hon'ble Court GIDC could neither be charged nor levied or collected from the plaintiffs' sale price of CNG. Even otherwise, including the component of GIDC in the sale price renders CNG uncompetitive in the fuel market. The plaintiffs did not include GIDC in their sale price.

**Decision of the ECC dated 13-12-2016
is attached as Annex S**

43. As per the majority judgment in Khurshid Soap persons who passed on the burden to consumers were required to pay GIDC. Arrears of cess were also required to be collected from such persons. However, since the plaintiffs did

not pass the burden to their consumers the demand of arrears from the plaintiffs is illegal and against the majority judgment in Khurshid Soap.

SCP misled by the Federal Government

44. Without prejudice, the majority judgment in Khurshid Soap relied on the following representations of the Federal Government:

- (i) That the amount collected as GIDC was available in its accounts. Those funds were kept in a separate account; and
- (ii) that the GIDC shall be utilized for laying of the North-South pipeline, which was purportedly an “ancillary project” under sub-section (1) of Section 4 of the GIDC Act, 2015.

The majority judgment upheld the validity of the GIDC Act, 2015 on the basis of these representations of the Federal Government, Collection and utilization of cess for laying of the North-South Pipeline was also allowed on this basis.

45. It is respectfully submitted that both the above statements of the Federal Government are false. In a recent debate, which aired on national television on 18-12-2020, the incumbent Special Assistant to the Prime Minister on Energy, Mr Nadeem Babar (SAPM) stated that the total GIDC collected was no more available in the accounts of the Federal Government. He categorically stated that a majority of the amount collected as GIDC was utilized for other purposes by the previous government.

46. Further, in the same televised debate the former Minister for Energy, Mr Shahid Khaqan Abbasi categorically stated that the North-South pipeline was

not a project for which GIDC was to be utilized. That this project was commercial in nature and was to be undertaken by the Gas Distribution Companies from their own resources. That the Gas Distribution Companies would earn revenue from this project once it is completed.

47. The only inference to be drawn from the above statements of the SAPM and the former Minister of Energy is that the Federal Government misled the SCP with false representations regarding the availability and utilization of GIDC. The majority judgment of SCP was, therefore, obtained by the Federal Government through misrepresentation.

48. It has also recently been reported in the newspapers that the Federal Government has allowed the Petroleum Division to utilize funds from GIDC from repayment of loan of Government Holdings (Pvt.) Limited (GHPL). Such utilization of GIDC is repugnant to Section 4 of the GIDC Act, 2015 and in contravention of the judgment of the SCP in Khurshid Soap.

Newspaper clipping is attached Annex T

49. It is common knowledge that due to shortage of gas supply CNG stations across the country are being allowed to operate only 1-2 days a week. The revenue of CBG stations is at an all time low. The plaintiffs are not in a financial position to pay the arrears of cess, as unlawfully demanded by SSGC. If they are compelled to pay, they will go into liquidation. The plaintiffs,

in view of the judgment and decree of this Hon'ble Court, did not collect GIDC from their consumers. The burden to pay the arrears of cess, however, now falls on the plaintiffs. As per judgment of SCP in Khurshid Soap the burden of GIDC is to be borne by the domestic consumers. The plaintiffs, therefore, cannot be compelled to bear this burden.

50. Without prejudice to the above, through the impugned bills withholding tax @ 4% is being charged on the amount calculated as GIDC. It is respectfully submitted that the demand of withholding tax is illegal. Withholding tax is payable on the income of a person. GIDC is not income of the Plaintiffs. It is therefore not liable to be taxed as such.

51. In view of the above, the demand and collection of arrears of cess from the plaintiffs is illegal.

52. That this Hon'ble Court has granted interim relief to other persons in similar suits.

**Orders of this Hon'ble Court
are attached as Annex U-1 & U-2**

53. That this Honorable Court has already granted interim relief / stay orders in Civil Suit No. 186/2021, CS No. 184/2021, CS 417/2021 and 359/2021 of similar nature to other persons and the said suits are still pending for adjudication before this Honorable Court.

**Copy of Order of this Hon'ble Court
are attached as Annex V-1 & V-2**

54. The cause of action accrued when the plaintiffs received the impugned bills from the Defendant No.3 in different cities of Sindh which seek to recover arrears of GIDC from the plaintiff and continues to date.
55. The Plaintiff's CNG stations are located in the Province of Sindh. The defendant No.3 has issued bills to Plaintiffs in Sindh. The entire cause of action arises in the Sindh. This Honorable Court, therefore, has jurisdiction to hear and decide this dispute.
56. For the purposes of court fee, this suit is valued at 23 billion (approx..) and the maximum court fee has been paid.

PRAYER

It is therefore, most humbly prayed that this Hon'ble Court may be pleased to:

- I. Declare that the demand of arrears of GIDC (along with late payment surcharge) by the Defendant No.3 against the plaintiffs is without lawful authority and of no legal effect;
- II. Declare that the plaintiff did not pass on the burden of GIDC to their consumers;

- III. Grant a permanent injunction restraining the defendants from raising any demand of arrears of cess against the plaintiff and further restrain the defendants from taking any adverse action against the Plaintiff, including but not limited to disconnection of the supply of gas permanently or temporarily;
- IV. Grant any other relief that this Hon'ble Court may deem fit and proper;
- V. Grant costs.

**Plaintiff
Through his authorized attorney**

Karachi

Dated: /04/2021 Advocate For The Plaintiff

VERIFICATION

I, Syed Shah Wali Ahmed Warsi son of Syed Shah Wadood Ahmed Warsi, Muslim, Adult, holding CNIC No. 42201-0367040-7, resident of House No. C-13, Block 13-D-3, Crescent Apartment, Gulshan-e- Iqbal, Karachi, the authorized attorney of the plaintiffs in the above matter and am well conversant with the facts of the case and on this _____ day of April, 2021, at Karachi do hereby on Oath and verify the contents of the above paras, say the same are true to the best of our knowledge and belief. **Copy of Power of Attorney is filed herewith and marked as annexure W**

Karachi:

Dated: -04-2021

Deponent

CNIC No. 42201-0367040-7

DOCUMENTS FILED:

As per Annexures A to V

DOCUMENTS RELIED UPON: Original of the above and
 many other relevant
 documents

ADDRESS OF THE PARTIES: As in the title.

ADDRESS FOR SERVICE OF

PLAINTIFFS' COUNSEL: As in Vakalatnama.

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No._____ of 2021

Mr FM

Plaintiff

Versus

Federation of Pakistan & Others

Defendants

**APPLICATION UNDER ORDER XXXIX RULE 1 & 2 CPC
READ WITH SECTION 151 CPC**

Respectfully shewth:

1. That the Plaintiff has filed the title suit and there is every likelihood of its success. To avoid repetition, the contents of the plaint may kindly be treated / read as an integral part of this application.
2. That if the defendants are not restrained, the plaintiff will suffer irreparable loss and injury.
3. That the plaintiff has a good *prima facie* case and hope to success in the same.
4. That the balance of convenience is also in favour of the plaintiff.

PRAYER

It is therefore, most humbly prayed that, during the pendency of this suit, this Hon'ble Court may be pleased to restrain the Defendants, jointly and severally as well as directly and indirectly, from collecting arrears of cess from the Plaintiff and taking any adverse action or coercive measure against the plaintiff for recovery of the arrears of cess, including but not limited to disconnection of the supply of gas.

Ad interim orders in the same terms are also prayed for.

Karachi

Dated ____ April 2021

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No._____ of 2021

Mr FM

Plaintiff

Versus

Federation of Pakistan & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXXIX RULE 1 & 2 CPC READ WITH SECTION 151 CPC

I, Syed Shah Wali Ahmed Warsi son of Syed Shah Wadood Ahmed Warsi, Muslim, Adult, holding CNIC No. 42201-0367040-7, resident of Karachi, do hereby solemnly affirm and declare on oath as under: -

1. That I am duly authorized attorney of the Plaintiff in the above matter and as such am fully conversant with the facts of case.
2. That the accompanying application has been drafted and filed under my instructions.
3. That the contents of the accompanying application may be treated as part and parcel of this affidavit for the sake of brevity.
4. That unless the accompanying application is granted, the plaintiff shall be seriously prejudiced and suffer irreparable loss and injury.
5. That whatever has been said above is true and correct to the best of my knowledge, belief and information.

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No._____ of 2021

Mr FM

Plaintiff

Versus

Federation of Pakistan & Others

Defendants

CERTIFICATE / AFFIDAVIT

I, Syed Shah Wali Ahmed Warsi son of Syed Shah Wadood Ahmed Warsi, Muslim, Adult, holding CNIC No. 42201-0367040-7, resident of Karachi, do hereby solemnly affirm and declare on oath as under: -

1. That I am duly authorized attorney of the Plaintiff in the above matter and as such am fully conversant with the facts of case.
2. That I certify that there is no other litigation pending in respect of the subject matter of this suit before any Court in which the plaintiff is a party.
3. That whatever has been said above is true and correct to the best of my knowledge, belief and information.

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No._____ of 2021

Mr FM

Plaintiff

Versus

Federation of Pakistan & Others

Defendants

**APPLICATION UNDER RULE 110
OF SINDH CHIEF COURT RULES**

It is respectfully submitted on behalf of the plaintiff above named that this Hon'ble Court may be pleased to take up the above matter as an urgent motion and place the same in the Court or in the chamber on or before _____ in view of the urgency of the matter.

The prayer is made in the larger interest of justice.

Karachi

Dated ____ April 2021

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No._____ of 2021

Mr FM

Plaintiff

Versus

Federation of Pakistan & Others

Defendants

**AFFIDAVIT IN SUPPORT OF APPLICATION UNDER
RULE 110 OF SINDH CHIEF COURT RULES**

I, Syed Shah Wali Ahmed Warsi son of Syed Shah Wadood Ahmed Warsi, Muslim, Adult, holding CNIC No. 42201-0367040-7, resident of Karachi, do hereby solemnly affirm and declare on oath as under: -

1. That I am duly authorized attorney of the Plaintiff in the above matter and as such am fully conversant with the facts of case.
2. That the accompanying application has been drafted and filed under my instructions.
3. That the contents of the accompanying application may be treated as part and parcel of this affidavit for the sake of brevity.
4. That unless the accompanying application is granted, the plaintiff shall be seriously prejudiced and suffer irreparable loss and injury.

5. That whatever has been said above is true and correct to the best of my knowledge, belief and information.

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No. _____ of 2021

Mr FM Plaintiff

Versus

Federation of Pakistan & Others Defendants

**APPLICATION UNDER SECTION
151 CPC FOR EXEMPTION**

For the reasons disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the above named plaintiff that this Hon'ble Court may be pleased to allow them to produce Photocopies of the annexures.

This prayer is made in the larger interest of justice.

Karachi

Dated ____ April 2021

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No._____ of 2021

Mr FM

Plaintiff

Versus

Federation of Pakistan & Others

Defendants

**AFFIDAVIT IN SUPPORT OF APPLICATION UNDER
RULE 151 CPC FOR EXEMPTION**

I, Syed Shah Wali Ahmed Warsi son of Syed Shah Wadood Ahmed Warsi, Muslim, Adult, holding CNIC No. 42201-0367040-7, resident of Karachi, do hereby solemnly affirm and declare on oath as under: -

1. That I am duly authorized attorney of the Plaintiff in the above matter and as such am fully conversant with the facts of case.
2. That the accompanying application has been drafted and filed under my instructions.
3. That the contents of the accompanying application may be treated as part and parcel of this affidavit for the sake of brevity.
4. That unless the accompanying application is granted, the plaintiff shall be seriously prejudiced and suffer irreparable loss and injury.

5. That whatever has been said above is true and correct to the best of my knowledge, belief and information.

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Original civil jurisdiction)**

Suit No._____ of 2021

Mr Khurram Rasheed & Others

Plaintiffs

Versus

Federation of Pakistan & Others

Defendants

INDEX

No.	Document	Date	Annex	Page
<u>1.</u>	Memo of Plaintiff			
<u>2.</u>	Letter issued by MPNR	24-05-1999	A	
<u>3.</u>	Memo of Plaintiff of Suit No.1196 of 2015		B-1	
<u>4.</u>	Judgment in Suit No. 1196 of 2015	26-10-2016	B-2	
<u>5.</u>	Decree in Suit No. 1196 of 2015	25-2-2017	B-3	
<u>6.</u>	Memo of HCA No. 101 of 2020		C-1	
<u>7.</u>	Orders passed in HCA No. 101 of 2020		C-2	

<u>8.</u>	GIDC Act, 2011		D-1	
<u>9.</u>	Relevant extract of Finance Act, 2012		D-2	
<u>10.</u>	Notifications issued under GIDC Act, 2011	07-09-2013 31-12-2013	E-1 E-2	
<u>11.</u>	Section 9 of the Finance Act, 2014		E-3	
<u>12.</u>	Ashraf Industries v Federation of Pakistan; 2013 PTD 1732 (Judgment of PHC)		F	
<u>13.</u>	Federation of Pakistan v Durrani Ceramics Ltd. 2014 SCMR 1630 (Judgment of SCP)		G	
<u>14.</u>	GIDC Ordinance, 2014		H	
<u>15.</u>	Federation of Pakistan v. Durrani Ceramics, PLD 2015 SC 354 (Judgment of SCP)		I	
<u>16.</u>	GIDC Act, 2015		J	
<u>17.</u>	Memo of HCA No. 461 of 2016		K	
<u>18.</u>	Judgment of PHC in W.P. No. 2163-P of 2015	31-05-2017	L	
<u>19.</u>	Khurshid Soap & Chemical Industries (Pvt) Ltd. V. Federation of Pakistan; PLD 2020 SC 641 (Judgment of SCP)		M	
<u>20.</u>	Review Order of SCP	02-11-2020	N	
<u>21.</u>	GIDC (Amendment) Act, 2018		O	

<u>22.</u>	Impugned Bills for the months of November 2020 & December, 2020		P	
<u>23.</u>	Pir Bukhsh & Others vs Chairman Allotment Committee; PLD 1987 SC 145		Q	
<u>24.</u>	Sample Bills from 2016 & 2017		R	
<u>25.</u>	Decision of ECC	13-12-2016	S	
<u>26.</u>	Newspaper clipping		T	
<u>27.</u>	Interim Order in Suit No. 1185 of 2020	16-09-2020	U-1	
<u>28.</u>	Interim Order in Suit No. 1402 of 2020	05-10-2020	U-2	
<u>29.</u>	Copies of orders passed in CS 417/2021 and 359/2021		V-1 & V-2	
<u>30.</u>	Urgent Application Alongwith affidavit			
<u>31.</u>	Exemption Application Alongwith affidavit			
<u>32.</u>	Application Under order XXXIX Rule 1 & 2 CPC read with section 151 CPC along with affidavit.			
<u>33.</u>	Vakalatnma			

Karachi

Dated April 2021

Advocate for the Plaintiff

IN THE COURT OF

SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI son of IA
Muslim, Adult., Karachi East

Plaintiff

VERSUS

1. MUT
son of TMK
Muslim, adult,

2. Z son of MA
Muslim, adult, Peshawar

3. The Land
Karachi Metropolitan Corporation
Karachi

4. Deputy Commissioner
Having office at
Karachi

5. The Mukhtiarkar
Having office at

Karachi

6. The SHO
Police Station
Karachi

7. The Director Land
Board of Revenue

Karachi

Defendants

**SUIT FOR DECLARATION, SPECIFIC PERFORMANCE, PERMANENT AND
MANDATORY INJUNCTION**

That the plaintiff abovenamed respectfully begs to submit as under:-

1. That, the plaintiff is religious, edified, respectable and law abiding citizen of Islamic Republic of Pakistan and is living at the above said address along with his family and further doing a lawful business as such enjoys a good reputation among the business circle as well as in general public.
2. That the plaintiff is the lawful owner of a **building constructed upon to ground plus two floors, on a plot of land bearing No. 6, admeasuring 2594 square yards, situated at , Karachi**, hereinafter referred to as the **Said Property**. It is further submitted that the plaintiff is in possession of all the relevant original title documents in respect of the said property and further has full right / authority to sell out the same to any third party.
3. That the plaintiff and defendants No.1 and 2 entered into an agreement of sale dated, in respect of above said property i.e. a building constructed upon to ground plus two floors, on a plot of land bearing No. 6, admeasuring 2594 square yards, situated at , Karachi for a total consideration of Rs. 5,00,00,000/- (Rupees Five Crore only).

- (
4. That as per the agreement of sale, dated the defendant No.1 and 2 paid an amount of Rs. 99,00,000/- at the time of execution of above said sale agreement and they were required to pay the remaining amount of Rs.4,01,00,000/- within next three days i.e. upto. It is further submitted that plaintiff delivered the title documents of the said property to the defendants No.1 and 2 and promised to perform his part of contract at the time of payment of full and final sale consideration.
 5. That it was agreed between the parties that if the defendants No.1 and 2 failed to pay the remaining amount within stipulated time, they were required to return the file / title documents of the said property to the plaintiff and their token amount shall be forfeited and if they failed to perform their part of contract the plaintiff shall have right to approach the honorable court of law for recovery of his file/ title documents from the said defendant No.1 and 2.
 6. That the plaintiff being the owner of the said property has delivered all the title documents to the defendant No.1 & 2 in respect of the above said property on their assurance that they would pay the remaining amount of sale consideration but till to date they are tolerating on one pretext or the other and are reluctant to return the said documents to the plaintiff.

7. That it is humbly submitted that the defendants No. 1 to 2 through fraud and misrepresentation obtained the original title documents of the above said property from the plaintiff and failed to pay the remaining amount to the plaintiff toward the sale price of the above said property.
8. That now they on the basis of the above said agreement are trying to sell out the said property to other persons in connivance with each other and they are claiming that they have paid the sale consideration against the said property to the plaintiff. It is further submitted that the defendants are very influential persons and have links with the other defendants / gunda elements and land grabbers and the plaintiff has serious apprehension that they would get transferred the said property in their name or in favour of any other persons of their choice and may deprive the plaintiff from his lawful ownership upon the said property and would cause huge financial loss to him.
9. That it is further submitted that they are also bent upon to harass, blackmail , pressurize and threatening the plaintiff to refrain from claiming any right over the said property on the basis of above said forged and fabricated sale agreement which was got signed by them through force, duress and pressurize by staging a drama against the plaintiff and kept him in dark and hollow hopes. It is further submitted that all the other persons

in the agreement belong to the same group and they used to cheat and fraud with innocent people as evident by their above said act.

10. That the plaintiff approached the defendants many time and asked them to return his original title documents as he is not intending to sell out the same but the defendants have flatly refused to return the same and on the contrary they harassed, blackmailed and threatened the plaintiff for dire consequences and they claimed that they have purchased the said property and the plaintiff has no right or title over the said property.
11. That the Plaintiff himself and through respectable persons of the locality tried his level best to incline the defendants, for desisting from his illegal conduct, immoral attitude, ill designs and unlawful activities and further to perform his moral and legal obligations regarding return of original documents of the suit property in favour of the Plaintiff but all such efforts of the Plaintiff went into vain due to obstinacy of the defendants, while on the contrary he without any reason or moral cause started issuing threats for dire consequences to the Plaintiff, due to which the Plaintiff suffered with serious mental torture, mental agony, physical inconvenience as well as financial losses.
12. That the defendants are persons of very aggressive type and they advanced threats to the Plaintiff to keep away from the suit property by

adopting illegal means and by show of force and falsely alleged that they have sold the above said property to any other party, hence this suit for injunction and other reliefs.

13. That the defendants are legally bound to deliver the documents of the said property to the plaintiff as such the Plaintiff is entitled for grant of injunction, so that the defendants cannot transfer /sell the said property to any third person except by due course of law.
 14. That the cause of action accrued to the Plaintiff and against the defendant on when the plaintiff and defendant No1 and 2 entered into agreement of sale, thereafter on, when he delivered the original title documents of the said property to the defendants , but the defendant failed to pay the sale consideration as per stipulation and on subsequent dates when despite of demands and requests of the Plaintiff, the defendants initially avoided and finally refused to return the original title documents or amount to the plaintiff, thereafter when the defendants, being turned dishonest started negotiations to sell out the said property to any other party and indirectly and the same is continued day to day till the suit of the Plaintiff is decreed.
1. That the suit property is located within the local limits of P.S. -----, Karachi, which is within the jurisdiction of this Hon'ble Court.

2. That the suit is valued at Rs.5,00,00,000/- for declaration, specific performance and injunction for injunction, hence the maximum court fees of Rs.15,000/- has been affixed thereon.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to pass judgment and decree in favour of the Plaintiff and against the defendants in the following manner: -

- a). To declare that the Plaintiff is a lawful owner of the said property, viz. **building constructed upon to ground plus two floors, on a plot of land bearing No. 6, admeasuring 2594 square yards, situated at , Karachi.**
- b). To declare that the sale agreement dated executed by the plaintiff and defendant No.1 and 2 in respect of the property, viz. **building constructed upon to ground plus two floors, on a plot of land bearing No. 6, admeasuring 2594 square yards, situated at , Karachi,** is illegal, unlawful, void, ab initio and of no legal effect in the eye of law.
- c). To direct the defendants to deliver the said documents of the property in favour of the Plaintiff, who is lawful owner of the said the property, viz. **building constructed upon to ground plus two floors, on a plot of land bearing No. 6, admeasuring 2594 square yards, situated at , Karachi.**

d). To grant permanent injunction against the defendants, thereby restraining them, their agents, servants, colleagues, representatives and / or anybody else acting through them or on their behalf from harassing, blackmailing, threatening , interfering the possession and / or creating third party interest in respect of the suit property, viz. **building constructed upon to ground plus two floors, on a plot of land bearing No. 6, admeasuring 2594 square yards, situated at , Karachi,** in any manner of whatsoever in nature except due course of law.

e). To grant permanent injunction against the defendants, thereby restraining them, their agents, subordinates, servants, colleagues and / or anybody else acting through them or on behalf from transferring the property' documents and / or registering any sale deed or any other document regarding transfer of the suit property in the name of any other party and /or creating third party interest except the Plaintiff, in any manner whatsoever in nature except due process of law.

f). Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

Plaintiff

Karachi.
Dated:

Advocate for the Plaintiff

VERIFICATION

I, SI son of IA, Muslim, adult, resident of Karachi, the Plaintiff in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: DEPONENT

DOCUMENT FILED As per annexures.

DOCUMENTS RELIED UPON Original of the Annexures,
and all other relevant documents.

ADDRESS OF THE PARTIES As in Title.

ADDRESS FOR SERVICE OF PLAINTIFF'S COUNSEL. As in Vakalatnama.

IN THE COURT OF

SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI

Plaintiff

VERSUS

Usman Tufail & Others

Defendants

APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION151 CPC.

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the Plaintiff abovenamed that this Hon'ble Court may graciously be pleased to grant interim injunction against the defendants thereby restraining the defendants, their agents, servants, employees, nominees, colleagues, persons, representatives, workers, attorneys and / or anybody else acting on their behalf or in their name, from harassing, blackmailing, selling mortgaging, transferring the immoveable property **i.e. building constructed upon to ground plus two floors, on a plot of land bearing No. 6, admeasuring 2594 square yards, situated at , Karachi**, and / or creating any third party interest in the same, in any manner whatsoever in nature without due course of law and further restraining the defendant No. 3 to 7, alongwith their sub ordinates representatives, officials, workers and agents from effecting any transfer of the above mentioned suit property in the name of any other person / persons in any manner whatsoever in nature without due course of law, till final disposal of the main suit.

Ad-interim orders for maintaining status quo are solicited.

The prayer is made in the interest of justice.

Karachi:

Dated: Advocate for the Plaintiff
IN THE COURT OF SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI Plaintiff

VERSUS

MUT & Others Defendants

AFFIDAVIT

I, SI son of IA, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am the Plaintiff in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions and the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as part of this affidavit for the sake of brevity.

3. That I say that I have a good *prima facie* case, balance of convenience lies in my favour and until and unless accompanying application is granted as prayed I will be seriously prejudiced and shall suffer irreparable loss.

4. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:
Dated: DEPONENT
IN THE COURT OF SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI Plaintiff

VERSUS

MUT & Others Defendants

In case of the death of the Plaintiff, one of her legal heirs mentioned above shall inform / intimate this Hon'ble Court.

Karachi:
Dated: Advocate for the Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI Plaintiff

VERSUS

MUT & Others Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFF

SI son of IA
Muslim, Adult, Karachi East

Karachi:

Dated: Advocate for the Plaintiff

IN THE COURT OF

SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI

Plaintiff

VERSUS

MUT & Others

Defendants

LIST OF WITNESSES

1. Plaintiff He will corroborate the version
of the Plaintiff in her plaint.

2. Support the Version
of the Plaintiff.

3. -----do-----

4.

Karachi:

Dated: Advocate for the Plaintiff

IN THE COURT OF

SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI

Plaintiff

VERSUS

MUT & Others

Defendants

**APPLICATION U/S 149 CPC FOR EXEMPTION OF
COURT FEE FOR THE TIME BEING.**

For the reasons disclosed in the accompanying affidavit, it is prayed that this Hon'ble Court may graciously be pleased to exempt the Plaintiff from Court Fee for the time being as the present financial position of the Plaintiff is very weak and he cannot pay the same, however he undertake and assure that the Plaintiff will pay the Court Fee as and when his Financial Position become sound.

The application is made in the interest of justice.

Karachi:

Dated:

Advocate for the Plaintiff.

IN THE COURT OF

SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI

Plaintiff

VERSUS

MUT & Others

Defendants

AFFIDAVIT

I, SI son of IA, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am the Plaintiff in the above matter and deponent of this affidavit, as such am fully conversant with the facts of the case.
2. That the accompanying application U/s 149 CPC, has been drafted and filed under my specific instructions, contents whereof are true and correct to the best of my knowledge and the same may be treated part and parcel of this affidavit, for the sake of brevity.
3. That I say that I undertake to submit the Court fee before this Hon'ble Court, in mean while my suit may please be admitted.
4. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of above titled suit.

5. That I say that I have got good *prima facie* case, balance of convenience is also in my favour and until and unless the accompanying application is granted, I shall suffer irreparable losses and will be seriously prejudiced.
6. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: **DEPONENT**
IN THE COURT OF SENIOR CIVIL JUDGE SOUTH AT KARACHI

Suit No. / 2024

SI Plaintiff

VERSUS

MUT & Others Defendants

INDEX

Sr. No.	Documents	Annexure	Page
1.	Memo of Plaintiff	-----	
2.	Copy of Sale Agreement dated	P/1	
3.	Application U/s 149 CPC Alongwith affidavit		
4.	Application Under order XXXIX RULE 1 & 2 CPC read with section 151 CPC along with affidavit.		
5.	Undertaking/Certificate		

6.	Vakalatnma		
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Karachi:

Dated: Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI Wife of IA,
Muslim, Adult, through her constituted attorney
Mr SI son of IA
Muslim, Adult,, Karachi

Plaintiff

VERSUS

1. Mr KMN
Son of KAJ
Muslim, adult, Resident of
Karachi

2.
Karachi Development Authority
Defendants

**SUIT FOR DECLARATION, SPECIFIC PERFORMANCE
& PERMANENT INJUNCTION**

The plaintiff through her duly constituted attorney abovenamed most respectfully begs to submit as under: -

1. That the plaintiff is an edified, respectable, and law-abiding citizen of Islamic Republic of Pakistan and is residing at the above said address along with her family. It is humbly submitted that the plaintiff is a housewife / household lady as such earns a good reputation among her family and relatives.
2. That plaintiff entered into a sale agreement with defendant for purchase of an immovable property i.e., **Plot No. , Karachi, measuring 60 Square Yards, hereinafter referred to as the Said Property**, for a total sale consideration of Rs.80,000/- (Rupees Eighty Thousand only) on or about
(Copies of Sale Agreement and Title Documents are filed herewith and marked as annexure P/ 1 to P/)
3. That by the above agreement dated , executed between defendant and plaintiff, defendant had agreed to sell, convey, assign, and transfer all his rights, title and interest in the property bearing Plot No. , Karachi, measuring 60 Square Yards, to plaintiff in total sale consideration of Rs.80,000/. It is humbly submitted that at the time of execution of sale agreement, plaintiff paid an amount of Rs. 70,000/- on the day of execution of sale agreement being earnest money and as per the above said agreement of sale, plaintiff was required to make the remaining amount of Rs.10,000/- at the time of transfer the said property in favour of plaintiff. It is pertinent to mention that defendant at the time of execution of sale agreement and receiving the above said amount of sale proceed, delivered the peaceful and vacant possession of the

said property to plaintiff and since than the plaintiff has been living in the said property.

4. That in performance of the part of contract / Agreement on her part, the plaintiff paid an amount to the tune of Rs.70,000/- as per stipulation in the sale agreement and is ready to pay the remaining amount of Rs.10,000/- at the time of execution of sale deed / transfer of the said property in her favour but the defendant failed and neglected to perform his part of contract.
5. That despite the lapse of many years, defendant were many times approached by plaintiff directly or through common well-wishers, but defendant avoided and neglected and kept plaintiff on false hopes and promises and defendant failed and neglected to transfer the said property in favour of plaintiff as such plaintiff is facing hardship due to the above said acts and omission of acts of the defendant. It is further submitted that the defendant is bound for execution and registration of sale deed in favour of plaintiff in the office of concerned Sub-Registrar/ defendant No.2, Karachi as stated in the said agreement.
6. That after execution of the sale agreement and delivery of possession of the said property, plaintiff from time to time approached defendant and requested defendant orally to complete the sale of the said property in accordance with the terms of sale agreement and execute proper registration document i.e.

Sale Deed/ Conveyance Deed in favour of plaintiff but defendant are avoiding to do so on one pretext or the other knowingly very well that plaintiff has already performed his part of contract by making the whole sale consideration to defendant except Rs.10,000/- but defendant have failed for registration of sale deed in favour of plaintiff.

7. That on or about in the month of , the defendant along with 2-3 persons visited the said property and forced the plaintiff to vacate the same and on refusal they extended threats of dire consequences. It is further submitted that it has also transpired to plaintiff that defendant is negotiating with someone and trying to sell out the said property on higher sale consideration through fraud and misrepresentation and trying to create third party interest over the said property, which is illegal and unlawful, and defendant is liable to be restrain from the said acts / omission of acts.
8. That thereafter the defendant started demanding exorbitant / enhanced amount against the transfer of the said property without any lawful authority and justification and on refusal to accede his illegal and unlawful demands by the plaintiff, he showed his inability to transfer the said property in favour of the plaintiff.
9. That the plaintiff through her attorney and through respectable persons of the locality tried her level best to incline the defendant, for desisting from their

illegal conduct, ill designs and unlawful activities and further to perform their moral and legal obligations regarding transfer of the suit property in favour of the plaintiff but all such efforts of the plaintiff went into vain due to obstinacy of the defendant, while on the contrary he without any reason or moral cause started issuing threats for dire consequences to the plaintiff, due to which the plaintiff and her family suffered with serious mental torture, mental agony, physical inconvenience as well as financial losses.

10. That being constraint from the above said acts / omission of acts of the defendant, the plaintiff sent him legal notice dated wherein called upon the defendant to transfer the said property in favour of the plaintiff within seven days but the defendant failed to reply the same, which shows that he has nothing to disclosed in rebuttal of the claim of the plaintiff.

(Copies of legal notice, along with TCS receipts are filed herewith and marked as annexure P/ & P/)

11.That the defendant is legally bound to transfer / execute the sale deed in favour of the plaintiff as agreed between the parties, therefore the plaintiff is entitled to a decree for specific performance of the sale agreement and the plaintiff is also entitled for grant of injunction, so that the defendant cannot transfer the said property to any third person except by due course of law.

12. That the cause of action accrued to the plaintiff and against the defendant, when the defendant sold the suit property to the plaintiff through the sale agreement dated and on subsequent dates when despite of demands and requests of the plaintiff, the defendant initially avoided and finally refused to transfer or to cause transfer of the suit property in favour of the plaintiff and on in the month of the defendant along with 2-3 persons visited the said property and extended threat to the plaintiff for vacation of the said property through illegal means, thereafter when the defendant, being turned dishonest started negotiations to sell out the suit property to any other party and again when a legal notice dated was sent to the defendant but he failed to reply the same and the same cause of action is still continued day to day till the suit of the plaintiff is decreed.

13. That the suit property is located within the local limits of P.S. _____, Karachi, which is within the jurisdiction of this Hon'ble Court.

14. That the suit is valued at Rs. 80,000/- for specific performance of the agreement Rs. 10,000/- for declaration and Rs.10,000/- for injunction, hence the maximum court fees of Rs._____/- has been affixed thereon.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to pass judgment and decree in favour of the plaintiff and against the defendant in the following manner: -

- a). To declare that the plaintiff is a lawful and bonafide purchaser of the immoveable property, viz. **Plot No. , Karachi, measuring 60 Square Yards**, against total sale consideration of Rs.80,000/- from the defendant, through sale agreement dated, and he is entitled for execution of transfer of the same (as the case may be) in his favour.
- b). To direct the defendant for execution of registered Sale Deed or to cause for transfer of the suit property in favour of the plaintiff, who is lawful purchaser of the same and / or in any other case the Nazir of this Hon'ble Court may be directed to execute sale deed and / or cause for transfer / mutation of the suit property in favour of the plaintiff at the cost and expenses of the plaintiff.
- d). To grant permanent injunction against the defendant, thereby restraining him, his agents, subordinates, servants, colleagues and / or anybody else acting through him or on behalf from transferring the suit property and / or registering any sale deed or any other document regarding transfer of the suit property in the name of any other party and /or creating third party interest except the plaintiff, in any manner whatsoever in nature except due process of law.

e). Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

Plaintiff
Through her attorney

Karachi.
Dated: Advocate for the Plaintiff

VERIFICATION

I, SI son of IA, Muslim, Adult, R/o Karachi, the attorney of plaintiff in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

(Copy of Power of attorney is filed herewith and marked as annexure P/)

Karachi:
Dated: DEPONENT

DOCUMENT FILED	As per annexures.
DOCUMENTS RELIED UPON	Original of the Annexures, and all other relevant documents.
ADDRESS OF THE PARTIES	As in Title.
ADDRESS FOR SERVICE OF PLAINTIFF'S COUNSEL.	As in Vakalatnama.

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION151 CPC.

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the plaintiff abovenamed that this Hon'ble Court may graciously be pleased to grant interim injunction against the defendant thereby restraining the defendant, his agents, servants, employees, nominees, colleague, persons, representatives, workers, attorneys and / or anybody else acting on his behalf or in his names, from selling mortgaging, transferring the property i.e. **Plot No. , Karachi, measuring 60 Square Yards**, and / or creating any third party interest in the same, in any manner whatsoever in nature without due course of law and further restraining official of Sub Registrar, alongwith their sub ordinates representatives, officials, workers and agents from effecting any transfer of the above mentioned suit property in the name of any other person / persons in any manner whatsoever in nature without due course of law, till final disposal of the main suit.

Ad-interim orders for maintaining status quo are solicited.

The prayer is made in the interest of justice.

Karachi:

Dated: Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

AFFIDAVIT

I, SI son of IA, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am the attorney of plaintiff in the above-titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions and the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as part of this affidavit for the sake of brevity.

3. That I say that I have a good *prima facie* case, balance of convenience lies in my favour and until and unless accompanying application is granted as prayed I will be seriously prejudiced and shall suffer irreparable loss.

4. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated:

DEPONENT

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

LIST OF LEGAL HEIRS OF THE PLAINTIFF

1.

2.

3.

4.

In case of the death of the plaintiff, one of her legal heirs mentioned above shall inform / intimate this Hon'ble Court.

Karachi:

Dated: Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFF

Mr SI son of IA
Karachi

Karachi:

Dated:

Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI Plaintiff

VERSUS

KMN & Another Defendants

LIST OF WITNESSES

1. Plaintiff She will corroborate the version of the Plaintiff in her plaint.
 2. Support the Version of the plaintiff.
 3. -----do-----
 - 4.

Karachi:

Dated: _____ Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

**APPLICATION U/S 149 CPC FOR EXEMPTION OF
COURT FEE FOR THE TIME BEING.**

For the reasons disclosed in the accompanying affidavit, it is prayed that this Hon'ble Court may graciously be pleased to exempt the plaintiff from Court Fee for the time being as the present financial position of the plaintiff is very weak and he cannot pay the same, however, she undertake and assure that the plaintiff will pay the Court Fee as and when her financial position become sound.

The application is made in the interest of justice.

Karachi:

Dated:

Advocate for the Plaintiff.

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

AFFIDAVIT

I, SI son of IA, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am the attorney of plaintiff in the above matter and deponent of this affidavit, as such am fully conversant with the facts of the case.
2. That the accompanying application U/s 149 CPC, has been drafted and filed under my specific instructions, contents whereof are true and correct to the best of my knowledge and the same may be treated part and parcel of this affidavit, for the sake of brevity.
3. That I say that on behalf of plaintiff undertake to submit the Court fee before this Hon'ble Court, in mean while my suit may please be admitted.

4. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of above titled suit.
5. That I say that I have got good prima facie case, balance of convenience is also in my favour and until and unless the accompanying application is granted, I shall suffer irreparable losses and will be seriously prejudice.
6. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: DEPONENT

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

INDEX

Sr. No.	Documents	Annexure	Page
1.	Memo of Plaintiff	-----	
2.	Copies of the sale agreement & Title Documents	P/1 to P/	
3.	Copies of legal notice, along with TCS receipts	P/ to P/	
4.	Copy of Power of Attorney	P/	
5.	Application for Stay A/w supporting affidavit		
6.	Application under section 149 CPC A/w Supporting affidavit		
7.	Application under order XVIII Rule 18 CPC A/w Supporting affidavit		
8.	List of Legal Heirs		
9.	Address for service		
10.	List of Witnesses		
11.	Vakalatnama		

Karachi:

Dated:

Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

APPLICATION FOR INSPECTION UNDER
ORDER 18 RULE 18 CPC

It is submitted on behalf of the plaintiff above named that plaintiff is the lawful owner / purchaser of an immoveable property i.e. **Plot No. , Karachi, measuring 60 Square Yards, hereinafter referred to as the Said Property**, and the plaintiff is in possession of the said plot since and the defendant claimed that he is in possession of the said property in dispute. The said facts can be verified through inspection of site to be conducted by the local commissioner.

It is, therefore, very humbly prayed that for proper and effectual adjudication of the case, this Honorable Court may be pleased to pass an order for inspection of the premises for verification of the above said facts through any official of the court or any other person, which this Honorable Court may deem fit and proper.

Prayer is made in the interest of justice.

Karachi

Dated

Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

Mst TI

Plaintiff

VERSUS

KMN & Another

Defendants

AFFIDAVIT

I, SI son of IA, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am the attorney of plaintiff in the above matter and deponent of this affidavit, as such am fully conversant with the facts of the case.
 2. That the accompanying application under Order 18 Rule 18 CPC has been drafted under my instruction and for the sake of brevity the contents of the same may be treated as part of this affidavit.
 3. That I state that the defendant claimed to be in possession of the said property in dispute whereas I am lawful owner / allottee of the said plot and I am lawful possession of the said property.
 4. That I state that one can easily adjudicate the matter, after inspection of the site that whether I am living in the said plot.

5. That I shall be seriously prejudiced if the accompanying application is not allowed.
6. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE AT KARACHI CENTRAL

Civil Suit No. /2023

Mst ME wife of SA
Muslim, Adult,
Resident of House
Karachi

Plaintiff

VERSUS

ZK son of MSK
Muslim, adult,
Karachi.

Defendant

**SUIT FOR RECOVERY OF AMOUNT RS.16,80,000/- (RUPEES
SIXTEEN LACS AND EIGHTY THOUSAND ONLY) AND DAMAGES**

MAY IT PLEASE YOUR HONOUR:-

1. That the plaintiff is a religious, housewife, law abiding and peace-loving citizen of Islamic Republic of Pakistan and is residing at above mentioned addresses along with her family as such she enjoys a good reputation among her

family member and further, she never indulged in any illegal and unlawful activities.

2. That it is submitted that on the assurance of the defendant that he is lawful owner of a House No. 17, Karachi, admeasuring 18.95 square yard, hereinafter referred to as the "**Said Property**", and he wanted to sell out the same, the plaintiff approached the said defendant and showed her consent to purchase the same. In this regard an agreement of sale dated was executed between the parties for an amount of Rs.30,00,000/- . It is further submitted that the plaintiff paid an amount of Rs.16,80,000/- out of the total sale consideration to the said defendant and the defendant promised her to deliver the vacant possession of the property within four months of the execution of the said agreement of sale along with title documents of the said property and the remaining amount was required to be paid at the time of delivery of possession and title documents of the said property.

(Copy of Sale Agreement is filed herewith and marked as annexure P/1)

0. That thereafter the plaintiff approached the defendant time and again and requested him to deliver the possession along with title documents to the plaintiff but he kept on tolerating the plaintiff on one pretext or the other and on persistent request by the plaintiff for delivery of possession of the said property, the defendant refused for the same which later transpired that he has sold out the said property to someone on higher rates.

0. That , thereafter the plaintiff approached him for return of her amount of Rs.16,80,000/- and against the said amount he delivered a cheque bearing, of Bank, for an amount of Rs.10,00,000/- and also an agreement for return of the above said amount was executed between the plaintiff and the defendant. It is further submitted that the defendant also promised that he would return the remaining amount after encashment of the said cheque. The plaintiff deposited the said cheque in her drawer bank, but the same was returned / bounced due to insufficient funds in the bank of the defendant. It is further submitted that the

(Copies of cheque and memo of bank and agreement for return of amount are attached and marked as annexure P/ to P/)

0. That thereafter the plaintiff time and again approached the defendant and requested for return of her amount but he tolerated on one pretext or the other and till to date failed and neglected to pay the said amount.
0. That on, the plaintiff submitted an application to the concerned police station / respondent No.1 and requested for legal action against the defendant, and copy of the same was also forwarded to the highups of police department but no action has been taken against him and he is wandering freely and by cheating and fraud has misappropriated and usurped the amount of the plaintiff and getting the benefit from the said amount.

7. That thereafter the plaintiff filed Cr. Misc. Application No. before the Honorable Court of District and Session Judge West at Karachi for registration of FIR against the above said Cheque which is pending for adjudication of the case.

(Copy of the Cr. Misc. App. No. along with annexures are filed herewith and marked as annexure P/ to P/)

8. That it is humbly submitted that it has also transpired that the defendant filed a civil for Declaration & Cancellation of Cheque and Documents being Civil Suit No. , for in the court of X-th Senior Civil Judge at Karachi Central against the plaintiff, which is pending for adjudication. It is further submitted that the defendant in para 8 of the said suit admitted the execution of sale agreement dated The contents of para 8 of the above suit is reproduced as under: -

8. In, Mr Shahid approached the plaintiff and offered to pay the remaining amount if the plaintiff signed a sale agreement with defendant No.1 (plaintiff) on his behalf, with Mr Shahid being responsible for the payment. Under pressure from Mr Shahid, the plaintiff signed the agreement with the defendant No. 1 (plaintiff) on.

9. That it is further submitted that it is also stated in the said para that "**Despite repeated attempts by the plaintiff (defendant) to contact Mr. Shahid, he failed to full his ends of the transaction and pay the remaining amount**", which clearly depicts that he has received the above amount of Rs.16,80,000/- from the vendee and demanding for remaining amount.

(Copies of the plaint along with annexure are filed herewith and marked as annexure P /)

10. That the acts & omissions of the Defendant, per description the Plaintiff, has caused serious mental torture, agony & perplexities to the Plaintiff & also disgraced, disrepute & lower down the status of the Plaintiff, for which, the Defendant is liable to compensate or pay damages to the Plaintiff to the tune of Rs. 50,00,000/-.

11. That the cause of action firstly accrued when the plaintiff was entered into an agreement of sale with the defendant dated , secondly when the defendant failed to transfer the said property , and promised to return the amount , thirdly when he issued cheque for an amount of Rs.10,00,000/- , which was bounced and also failed to pay the remaining amount & thereafter continuous day to day till today within the local limits of P.S. _____, Karachi which falls under the jurisdiction of this Hon'ble Court.

12. That for the purpose of jurisdiction & court fee the suit is valued for recovery of amount of Rs.16,80,000/- and Rs.50,00,000/- for damages, as such maximum court fee has been paid herewith.

P R A Y E R

It is, therefore, respectfully prayed in this Hon'ble Court that to pass the Judgment and Decree against the defendants and in favour of plaintiff as under:

1. To direct the defendant to pay an amount of Rs.16,80,000/- paid by the plaintiff against sale agreement dated along with markup at the prevailing bank rate w.e.f till realization of the amount.
2. To direct the defendant to pay an amount of Rs.50,00,000/- as compensation/damages to the plaintiff in respect of damages as per the detail in memo of plaint.
3. Any other relief which this honorable court deems fit and appropriate in favour of the plaintiff may also be awarded.
4. Cost of the suit.

Karachi
Dated

Plaintiff

Advocate for the Plaintiff

VERIFICATION:

I, Mst ME wife of SA, Muslim, Adult, R/o Karachi, the plaintiff in the above matter and am well conversant with the facts of the case and do hereby on Oath and verify the contents of the above paras, say the same are true to the best of my knowledge and belief.

Karachi:

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI**

CIVIL SUIT NO. /2022

MRS. SH D/O TM
Through her attorney
MI S/O TM
Muslim, adult, resident of **PLAINTIFF**

V E R S U S

1. M/S PROPERTIES
Builders & Developers &
through its Managing Director

2. The Sub-Registrar
, Karachi **DEFENDANTS**

SUIT FOR DECLARATION, SPECIFIC PERFORMANCE,
POSSESSION, COMPENSATION, INTEREST ON PAID AMOUNT
FOR DELAYING OF PROJECT, RENT, PERMANENT AND
MANDATORY INJUNCTION

The plaintiff above named respectfully submits as under: -

1. That no suit like nature is filed by the plaintiff before this suit in any court of law.
2. That on the plaintiff booked a two rooms Flat bearing, Karachi, (herein after

Cont.....P/2

Page No.2

referred to as SUIT PROPERTY for easy reference) on installment basis on agreed total sale consideration of Rs.800,000/- (Rupees Eight Lac) including Cost of Flat, Loan plus Extras amount and same was confirmed subsequently by the defendant No.1 through Payment Schedule.

(Photocopies of Application Form, Schedule of Payment and Booking Form are attached herewith as Annexures "A", "B" & "C" respectively)

3. That it was agreed by the defendant No.1 that Rs.475,000/- (Rupees Four Lac Seventy Five Thousands) was to be paid by the plaintiff in 48 installments, while the remaining amount of Rs.325,000/- (Rupees Three Lac Twenty Five Thousands) was to be arranged by the defendant No.1 through loan and same is very much evident from payment schedule/application form. It is matter of a great concern that the defendant No.1

received a sum of Rs.13,70,000/- (Rupees Thirteen Lac Seventy Thousands) from plaintiff in regular installments towards total sale price of the suit flat instead of Rs.800,000/- in compelling circumstances created by the defendant No.1.

(Photocopies of 54 receipts of payment are attached herewith as Annexures "D", "D-1" & "D-53" respectively)

4. That it is pertinent to mention here that the defendant was agreed to complete project within a period of 04 years as per payment schedule but defendant No.1 negligently,

Cont.....P/3

Page No.3

maliciously and unnecessarily delayed the project without any lawful, legal justification and excuse in violation of law for which defendant No.1 is liable to compensate the plaintiff with interest/mark-up on paid amount and monthly rent for last 02 years till execution of Sub-Lease and Possession of the suit flat is delivered to plaintiff.

5. That the defendant No.1 was required to complete subject project within prescribed time and to start process for sanction of loan but due to delay in project, loan could not be processed by defendant No.1 and plaintiff has been badly burden to pay loan amount to defendant No.1 on its instruction which not only

created hardship but also caused mental stress, agony and financial problems to plaintiff. It is not out of place to mention here that execution of sub-lease and delivery of possession are mandatory conditions for sanction of loan but defendant No.1 purposly delayed the project to abstract illegal and unlawful money from plaintiff.

6. That during payment of installments plaintiff several times requested to defendant NO.1 for timely completion of the project where suit flat is situated and plaintiff was assured that project will be completed within time but defendant No.1 failed to complete the project within time as per his commitment.
7. That neither defendant NO.1 yet completed the work of the project i.e. Times Residency where

Cont.....P/4

Page No.4

suit flat is situated nor obtained completion/occupancy certificate from competent authority as required under law. In this regard plaintiff visited the site of the project specially suit flat and found that neither suit flat nor the project is yet ready to be delivered/occupied.

8. That the defendant No.1 had obtained signatures of the plaintiff on a possession letter dated but same was not handed over to plaintiff, she had just captured its

photograph and same has printed out, the plaintiff was astonished to get possession letter as it is matter of fact that subject project and suit flat is not yet ready to be delivered and much more necessary work is yet to be done and to be completed. Office of defendant No.1 was visited on consequences of said possession letter and they were informed that how they could issue letter for delivery of possession when the subject project and suit flat is not yet ready to be occupied and delivered. Manager and staff of defendant NO.1 instead of realizing the fact that the project and suit flat is not yet ready to be occupied and delivered but on the contrary demanded 50% extra, unjustified, exaggerated and unlawful huge amount for which office bearers of defendant No.1 unable to give any lawful and legal justification, except publication of public notice in Daily Riasat dated

Cont.....P/5

Page No.5

9. That the manager and staff members of the defendant No.1 were requested to please give details and justification of above alleged demand of illegal, unjustified and unlawful extra amount but neither they could furnish any lawful justification nor provided any detail. Manager and staff of defendant NO.1 simply stated that due to double inflation it would be paid and threatened to plaintiff to pay the same in cash otherwise suit flat shall be cancelled without any

further notice and plaintiff shall be deprived from suit flat by creating third party interest on back date by false sale.

10. That it was informed by the plaintiff to office bearers of defendant No.1 that according to law and as per commitment, defendant No.1 is bound to first execute sub-lease and then to handover possession of suit flat on which they disclosed that defendant NO.1 is a builder and keep all the law of the land on the toe of their shoes and defendant No.1 is a powerful builder and will do whatever he want to do and no one could restrain him from doing the same.
11. That on visit of project it is very much evident that said project and suit flat is neither ready nor its work is yet completed to deliver its possession. Even defendant No.1 is found reluctant to execute sub-lease as per law before delivery of possession. Office of defendant NO.1 also failed to show occupancy/

Cont.....P/6

Page No.6

completion certificate of competent authority for the said project even on repeated demands of plaintiff.

12. That the defendant NO.1 illegally, unlawfully and unnecessarily intends to delay execution of sub-lease,

without any lawful and legal justification in violation of law of land and also intends to demand further 50% illegal and unjustified amount. This default and violations on the part of defendant NO.1 renders him for prosecution under relevant law for which plaintiff reserves his rights to initiate proceedings before special court/ tribunal constituted under S. 18-A of the Sindh Buildings Control Ordinance, 1979.

13. That the demand of defendant NO.1 for unjustified and exorbitant amount is illegal and unlawful as defendant NO.1 only want to abstract extra money from the innocent plaintiff. It is reiterated that plaintiff already suffered financial loss, mental agony and stress on account of delay in completion of project by defendant NO.1 and such delay deprived plaintiff from timely enjoyment of possession of the suit flat.
14. That the defendant No.1 has already received extra amount from the plaintiff, as such the defendant No.1 is not competent to cancel the suit flat from the name of plaintiff in any manner whatsoever and to sell /allot the same to any other dummy person as threatened by the

Cont.....P/7

Page No.7

defendant. As such there is genuine apprehension on the part of plaintiff that in case defendant No.1 succeeds

in his ill will and bad motives, then plaintiff will suffer an irreparable loss, as such necessary permanent injunctions in this regard may be issued against the defendants specially against defendant No.1.

15. That in said circumstances the Suit of Plaintiff is good locus standai and balance of convenience lying in his favour and the Defendants are require to restrained through this Hon'ble Court.
16. That the Plaintiff finding no any way out except to knocking the door of this Hon'ble Court for protection of his Property.
17. That the plaintiff has accrued the cause of action to file the present suit firstly on when the plaintiff received possession letter and found the project and suit flat yet incomplete, secondly when staff of defendant No.1 reluctant to execute sub-lease before delivery of possession as per law and lastly on the defendant No.1 published a public notice in daily news paper and thereby he as well as his staff demanded 50% extra unspecified, illegal and unjustified amount from the settled amount and threatened that on failure they will cancel the allotment of the plaintiff and shall create third party interest in the suit property, hence the same cause of action still continued.

Cont.....P/8

JURISDICTION

18. That the Suit Property is situated within the local limits of P.S. _____ which falls within the territorial Jurisdiction of this Hon'ble Court, hence this Hon'ble Court has jurisdiction to entertain the instant Suit.

SUIT VALUATION

19. That the suit for the purpose of court fees & jurisdiction is valued at Rs.800,000/- (Rupees Eight Lac) for Declaration, Possession & Specific Performance, at Rs.570,000/- (Rupees Five Lac Seventy Thousands) for compensation, at Rs.330,000/- (Rupees Three Lac Thirty Thousands) as rent for the last 22 months, at Rs.342,500/- (Rupees Three Lac Forty Two Thousands and Five Hundred) for interest/markup on paid amount, at Rs.500,000/- (Rupees Five Lac) for damages and at Rs.200/- for permanent injunction & mandatory injunction, for which maximum court fees of Rs.15,000/- is to be paid. Hence separate application U/S 149 of C.P.C is being filed herewith for grant of some time for submission of the court fees.

P R A Y E R

It is therefore, prayed that this Hon'ble Court may be pleased to pass Judgment and Decree in favour of the plaintiff against the defendants as under: -

- a) To declare that the plaintiff is lawful owner of the suit flat i.e. two rooms

Cont.....P/9

Page No.9

Flat Karachi and defendant No.1 has no authority or power to cancel the suit flat from the name of plaintiff or to allot/sale/transfer the same in the name of anyone else.

- b) To declare that the defendant No.1 has failed to complete the project & suit flat within time as per its commitment and issued illegal letter for possession dated as under the law defendant No.1 is required to first execute sub-lease of the suit flat in the name of plaintiff or of his nominee and then to deliver its possession to plaintiff.
- c) To direct the defendant No.1 to perform his part of performance and complete the work of suit flat and obtain occupancy certificate from competent authority and execute sub-lease in the name of plaintiff or his nominee and then to deliver its vacant and peaceful possession with parking allotment to plaintiff on receiving balance amount coupled with legal, justified and lawful amount for utility charges and lease charges only.
- d) In case of failure of defendant No.1 to perform his part, Civil Nazir of this Hon'ble court may be

appointed to do the needful by compelling defendant No.1 to

Cont.....P/10

Page No.10

complete remaining work of suit flat and to handover possession of the suit flat to plaintiff with assistance of area police and execute sub-lease in the name of plaintiff or her nominee.

- e. To declare that demand of the defendant No.1 for 50% extra, unspecified, illegal and unjustified amount or any other additional amount under any head or account in future is illegal, unlawful ultra-virus and against the law of land and plaintiff is no way is liable to pay the same.
- f. To declare that the defendant No.1 delayed the project and failed to deliver suit flat to plaintiff within time as such he is liable to pay interest on paid amount as Rs.342,500/- (Rupees Three Lac Forty Two Thousands and Five Hundred), compensation of Rs.570,000/- (Rupees Five Lac Seventy Thousands), pay damages of Rs.500,000/- (Rupees Five Lac) and pay Rs.330,000/- (Rupees Three Lac Thirty Thousands) as rent for the last 22 months at the rate of Rs.15,000/- per month to plaintiff till the plaintiff is put into possession of the suit flat.

g. To direct the defendant No.2 not to register sub-lease, sale deed, power of attorney or sub-power of attorney of defendant No.1 or of his agent, attorney or authorized person in respect of suit flat or entertaining any kind of documentation in the name of any person except plaintiff.

Cont.....P/11

Page No.11

h. To permanently restrain the defendant No.1 or any of his representative, agent, attorney, director/managing director, C.E.O, employee, manager, administrator, proprietor, partner/partners, worker and office bearer from cancelling the suit flat from the name of plaintiff and from selling, allotting or creating third party interest in the suit flat in any manner whatsoever or parting with possession of the suit flat to anyone else except plaintiff.

i. To declare that any hidden/secret or prospective cancellation of suit flat from the name of plaintiff or its sale, allotment to any party other than plaintiff done or intended to be done by defendant No.1 would be illegal, unlawful, ultra virus and would be deemed to be cancelled.

j). To grant any other relief or relives which this Honourable Court may deem fit and proper under the circumstances of the case.

k) . Saddle the cost of the Suit.

KARACHI ,

DATED :

PLAINTIFF

THROUGH HER ATTORNEY

ADVOCATE FOR THE PLAINTIFF

Cont.....P/12

Page No.12

V E R I F I C A T I O N

I, MI S/O TM, Muslim, adult, resident of House , Karachi, being the special attorney of plaintiff namely MRS. SH D/O TM, do hereby state and verify that whatever stated hereinabove is true and correct to the best of my knowledge and belief.

D E P O N E N T

DOCUMENTS FILED : ANNEXURE "A" & "F"

DOCUMENTS RELIED UPON : ORIGINAL AND COPIES ABOVE AND OTHER RELEVANT DOCUMENTS

ADDRESS OF THE PARTIES : AS PER TITLE

ADDRESS OF THE COUNSEL : AS PER VAKALATNAMA

Drafted by me.

A D V O C A T E

IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI

CIVIL SUIT NO. /2022

MRS. SH D/O TM
Through her attorney
MI S/O TM PLAINTIFF

V E R S U S

M/S PROPERTIES
Builders & Developers &
through its Managing Director
& another DEFENDANTS

LIST OF LEGAL HEIRS OF PLAINTIFF

1.

2.

3.

In case of death of the plaintiff or any other disability, the one of the above named legal heirs will intimate to this Hon'ble Court and shall also proceed with the instant suit.

KARACHI,
DATED :

ADVOCATE
FOR THE PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI

CIVIL SUIT NO. /2022

MRS. SH D/O TM
Through her attorney
MI S/O TM PLAINTIFF

V E R S U S

M/S PROPERTIES
Builders & Developers &
through its Managing Director
& another DEFENDANTS

APPLICATION U/O XXXIX RULE 1 & 2 C.P.C
R/W SECTION 151 C.P.C

It is most respectfully prayed on behalf of the plaintiff above named that this Honourable Court may be pleased to permanently restrain the defendant No.1 or any of his representative, agent, attorney, director/managing director, C.E.O, employee, manager, administrator, proprietor, partner/partners, worker and office bearer from cancelling the suit flat i.e. two rooms Flat Karachi from the name of plaintiff and from selling, allotting or creating third party interest in the suit flat in any manner whatsoever or parting with possession of the suit flat to anyone else except plaintiff, till the final disposal of the Suit.

Ad-interim Order may also be solicited.

Prayer is made in the interest of justice.

KARACHI ,
DATED :

ADVOCATE

FOR THE PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI

CIVIL SUIT NO. /2022

MRS. SH D/O TM
Through her attorney
MI S/O TM PLAINTIFF

V E R S U S

M/S PROPERTIES
Builders & Developers &
through its Managing Director
& another DEFENDANTS

A F F I D A V I T

I, MI S/O TM, Muslim, adult, resident of House ,
Karachi, do hereby state on Oath as under: -

1. That I am the deponent of this affidavit as well as attorney of the plaintiff in above matter hence well conversant with the facts of the case.
2. That I say that the accompanying application U/O XXXIX Rule 1 & 2 R/W Section 151 C.P.C has been drafted and filed by my counsel under my specific instructions the contents whereof be deem to form part and parcel of this affidavit for the sake of brevity.
3. That if the accompanying application is not allowed the plaintiff shall suffer irreparable loss and injuries.

Whatever stated hereinabove is true and correct to the best of my knowledge and belief.

KARACHI ,
DATED :

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI

CIVIL SUIT NO. /2022

MRS. SH D/O TM
Through her attorney
MI S/O TM PLAINTIFF

V E R S U S

M/S PROPERTIES
Builders & Developers &
through its Managing Director
& another DEFENDANTS

LIST OF WITNESSES

1. Plaintiff through (He will explain the version
Her attorney of the plaintiff)

2. (He will corroborate the
version of the plaintiff)

3. -do-

KARACHI ,

DATED :

ADVOCATE
FOR THE PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI

CIVIL SUIT NO. /2022

MRS. SH D/O TM
Through her attorney
MI S/O TM PLAINTIFF

V E R S U S

M/S PROPERTIES
Builders & Developers &
through its Managing Director
& another DEFENDANTS

APPLICATION U/S 149 C.P.C

It is most respectfully prayed on behalf of the Plaintiff above named that this Honourable Court may kindly be pleased to grant the time of one month to plaintiff for submitting of Court fee, as at this time the plaintiff not in well position financially to file the Court Fees before this Hon'ble, but she assure that in the next month she will file the same, hence this application.

Prayer is made in the interest of justice.

KARACHI,
DATED:

ADVOCATE
FOR THE PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI

CIVIL SUIT NO. /2022

MRS. SH D/O TM
Through her attorney
MI S/O TM PLAINTIFF

V E R S U S

M/S PROPERTIES
Builders & Developers &
through its Managing Director
& another DEFENDANTS

A F F I D A V I T

I, MI S/O TM, Muslim, adult, resident of House ,
Karachi, do hereby state on Oath as under: -

1. That I am the deponent of this affidavit as well as the attorney of plaintiff in the above matter hence well conversant with the facts of the case.
2. That I say that the accompanying application U/S 149 CPC has been drafted and is being filed under my specific instructions, the contents thereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That until and unless the accompanying application is allowed, plaintiff shall suffer irreparable loss and the cause of justice shall be frustrated.
4. That whatever stated hereinabove is true and correct to the best of my knowledge and belief.

KARACHI ,

DATED :

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

1. Zaheer Ahmed
Son of Rahim Baig (late),
Holding CNIC No. 42401-1963029-5
Muslim, adult, resident of House No.6
Data Nagar, Orangi Town,, Sector 8/A
Karachi.

2. Nazar Muhammad
Son of Rahim Baig (late),
Holding CNIC No. 42401-6847374-1
Muslim, adult, resident of House No.6
Data Nagar, Orangi Town, Sector 8/A
Karachi.

Plaintiffs

VERSUS

1. Mst Noor Jahan Bano
D/o Rahim Baig (late),
Holding CNIC No. 42401-9366179-6
Muslim, adult, resident of House No.111
Murghi Khana, Jamal Ibrahim Arfat Town,
Karachi No.22

2. Mst Zubaida Bano
D/o Rahim Baig (late),
Holding CNIC No. 42401-4037442-2
Muslim, adult, resident of
House No. L/72, Sector 4/A,
Surjani Twon, Karachi.

3. Mst Saima Baig
D/o Rahim Baig (late),
Holding CNIC No. 42401-1494881-6

Muslim, adult, resident of Flat No. A8
Home No.120, Al Mustafa Square
Block 14, Gulshan-e-Iqbal,
Karachi.

4. Muhammad Shamsher Alias Nasir
S/o Rahim Baig (Late),
Muslim, adult, resident of House No.1129
Sheet No.1, Data Nagar, Sector 8/A,
Orangi Town, Karachi.

5. Mst Nasira Ali
D/o Rahim Baig (late),
Holding CNIC No. 42401-3917822-4
Muslim, adult, resident of House No.508
Block-10, Kamran Chowrangi,
Gulistan-e-Jauhar, Karachi.

6. Mst Bilquees Bano
D/o Rahim Baig (late),
Holding CNIC No. 42401-4450409-8
Muslim, adult, resident of House No.578
Sector 7/F, Baloch Colony
Shah Faisal Mohalla, Orangi Town
Karachi.

7. Mst Fatima Bano
D/o Rahim Baig (late),
Holding CNIC No. 42401-0413027-8
Muslim, adult, resident of House No.1129
Sheet No.1, Data Nagar, Sector 8/A,
Orangi Town, Karachi.

8. Mst Shakira Bano
D/o Rahim Baig (late),
Holding CNIC No. 42501-2074803-8
Muslim, adult, resident of House No.1129
Sheet No.1, Data Nagar, Sector 8/A,
Orangi Town, Karachi.

9. Mst Samina
D/o Mirza Sabir Ali (Late)
Muslim, adult, resident of House No.1129

Sheet No.1, Data Nagar, Sector 8/A,
Orangi Town, Karachi.

10. Mst Sajida
D/o Mirza Sabir Ali (Late)
Muslim, adult, resident of House No.1129
Sheet No.1, Data Nagar, Sector 8/A,
Orangi Town, Karachi.

11. Mst Sadaf
D/o Mirza Sabir Ali (Late)
Muslim, adult, resident of House No.1129
Sheet No.1, Data Nagar, Sector 8/A,
Orangi Town, Karachi.

12. Sadaq
S/o Mirza Sabir Ali (Late)
Holding CNIC No.42401-1589210-3
Muslim, adult, resident of House No.1129
Sheet No.1, Data Nagar, Sector 8/A,
Orangi Town, Karachi.

13. Sub-Registrar Orangi Town,
Karachi Defendants

SUIT FOR DECLARATION, CANCELLATION, ADMINISTRATION, PARTITION, POSSESSION AND PERMANENT INJUNCTION

The plaintiffs abovenamed most respectfully begs to submit as under:-

1. That the deceased Mr Rahim Baig son of Gulshan Baig, was the father of plaintiffs No 1 & 2 and Defendant No.1 to 8, whereas the said Mr Rahim Baig son of Gulshan Baig was grandfather of the defendant No. 9 to 12.
 2. That the said deceased Mr Rahim Baig son of Ghulshan Baig was owner of the following properties: -

- a. Plot No. 1115, Sheet No.1, Sector No.8, Data Nagar, Orangi Township, Karachi, admeasuring 107.70 square yards.

- b. Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards.

(Photocopies of Lease Deed in respect of Plot No. 1115 at serial No. a, above, K-Electric and Sui Gas bills of the property at serial No. b are enclosed herewith as annexure P/1 to P/ .)

- 3. That it is further submitted that the said deceased Mr Rahim Baig was also having 5 tola gold, Rs.20,00,000/- Cash and few plot files of Kaneez Fatima residency in his possession which were kept in the locker and the said locker is in possession of the defendant No. 7 & 8 as the deceased prior to his death was living with them in the said house.

- 4. That it is humbly submitted the said Mr Rahim Baig son of Gulshan Baig died on 12 June 2016 and left behind the following surviving legal heirs, as next of his kin, kith, and successors:

SR.NO.	NAME OF HEIR	RELATIONSHIP	
1.	Zaheer Ahmed	Son	(Plaintiff No.1)
2.	Nazar Muhammad	Son	(Plaintiff No.2)
3.	Mst Noor Jahan Bano	Daughter	(Defendant No.1)
4.	Mst Zubaida Bano	Daughter	(Defendant No.2)
5.	Mst Saima Baig	Daughter	(Defendant No.3)
6.	Muhammad Shamsher		

	Alias Nasir	Son	(Defendant No.4)
7.	Mst Nasira Ali	Daughter	(Defendant No.5)
8.	Mst Bilqees Bano	Daughter	(Defendant No.6)
9.	Mst Fatima Bano	Daughter	(Defendant No.7)
10.	Mst Shakira Bano	Daughter	(Defendant No.8)
11.	Mirza Sabir Ali	Son	(Deceased)

(Copies of death certificate and FRC of legal heirs are attached herewith and marked as annexure P/ to P/)

5. That one son of deceased namely Mirza Sabir Ali (mentioned at serial No. 9 above) has expired on 15 June 2021 and he left behind the following persons as his surviving legal heirs: -

1.	Mst Samina	Daughter	(Defendant No.9)
2.	Mst Sajida	Daughter	(Defendant No.10)
3.	Mst Sadaf	Daughter	(Defendant No.11)
4.	Sadaf	Son	(Defendant No.12)

(Copy of death certificate of the deceased Mirza Sabir Ali is attached herewith and marked as annexure P/)

6. That now the defendant No.1 to 12 are illegally occupied over the said properties left by the deceased. It is further submitted that the defendant No. 7 and 8 , who are the daughters of the deceased were in possession of the original title documents and they have illegally and unlawfully transferred one of the property i.e. Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards, in their favour through Gift

Deed bearing registration No. 6607, Book No I, dated 11-07-2009, before Sub Registrar Orangi Town, Karachi and MF Roll No. 4943, Photo Registrar, Karachi, dated 14-09-2009, in connivance with other defendants and they have illegally and unlawfully occupied the said properties in their possession and depriving the plaintiffs from their legal heirs from the said properties.

(Copy of the Gift deed is filed herewith and marked as annexure P/)

7. That the defendants No.1 to 12 trying to usurp the legal shares of the plaintiffs in the suit property and depriving them of their legal rights / share in the suit property.

8. That the suit properties are the inherited properties and all the legal heirs of the said deceased Rahim Baig son of Gulshan Baig have their lawful legal shares in the same, therefore they are entitled to obtain their lawful shares in the suit properties through the process of this Hon'ble Court.

9. That the defendant No.7 & 8 on the basis of forged and bogus Gift Deed are trying to create third party interest in the property bearing Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards by depriving the legitimate and legal rights of the other legal heirs, therefore the defendant No.7 & 8 are liable to restrain from creating any third party interest in the suit property.

10. That the suit properties are original belongs to the deceased Rahim Baig who was father of the defendant No.1 to 8 and plaintiffs and grandfather of

defendant No. 9 to 12 are entitled to be declare the legal heirs of Mr. Rahim Baig and also, they have their legal and lawful right in the suit property being inherited.

11. That under the circumstances stated above the plaintiffs claim that an account may be taken of the suit property and the same may be administered under the decree of this Hon'ble Court.

12. That the cause of action for filing the instant suit has arisen to the plaintiffs against the defendants firstly when defendant No.1 to 12 refused to give legal share to the plaintiffs in the suit properties, secondly when the defendant No. 7 & 8 obtain forged and bogus Gift Deed in their favour in connivance with other defendants and trying to usurp the legal shares of the plaintiffs and finally when the plaintiffs came to the know that the defendants are negotiating to sell out the suit properties and trying to usurp the legal rights of the plaintiffs in the suit property and the same cause of action still continued day to day till the instant suit is decreed as prayed.

13. That the suit property is situated within the territorial limits of P.S. , Karachi, which is within the jurisdiction of this Hon'ble Court.

14. That for the purpose of court fee & jurisdiction, the suit is properly stamped.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to pass judgement and decree in favour of the plaintiff and against the defendants in the following manner:

- a). To declare that the plaintiffs being legal heirs of real deceased Mr Rahim Baig son of Gulshan Baig are entitled to receive their respective share in the following properties, in accordance with the Muslim law of inheritance: -
 - a. Plot No. 1115, Sheet No.1, Sector No.8, Data Nagar, Orangi Township, Karachi, admeasuring 107.70 square yards.
 - b. Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards.
 - c. 5 Tola Gold & Cash Rs.20,00,00/- (in possession of defendant No. 7 &8)
 - d. Plot Files of Kaneez Fatima Housing Project (in possession of defendant No. 7 &8)
- b). To declare that the Gift Deed bearing registration No. 6607, Book No I, dated 11-07-2009, before Sub Registrar Orangi Town, Karachi and MF Roll No. 4943, Photo Registrar, Karachi, dated 14-09-2009 in respect of property bearing No. **Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards**, prepared by the defendant No. 7 & 8, in connivance of other defendants is forged, false & bogus and the same is patently illegal, unlawful and against the lawful interests of the plaintiffs, is ab-initio void, based on fraud,

malafide and of no legal effect / legal consequence, hence nullity in the eyes of law.

- c). To cancel the Gift Deed bearing registration No. 6607, Book No I, dated 11-07-2009, before Sub Registrar Orangi Town, Karachi and MF Roll No. 4943, Photo Registrar, Karachi, dated 14-09-2009 in respect of property bearing No. Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards, prepared by the defendant No. 7 & 8, in connivance of other defendants and the defendant No.7 & 8 may be directed to produce the same before this Hon'ble Court.
- d). To grant permanent / perpetual injunction thereby restraining the defendants, their servants, subordinates, agents and/or anybody else acting through them or on their behalf from mortgaging, alienating, gifting, further transferring/selling and/or disturbing physical possession of the plaintiffs over the suit properties, in any manner of whatsoever nature, except due course of law.
- e). To pass a Judgment and Decree for the administration of the Suit property under the decree of this Hon'ble Court and on order may be passed for the partition & distribution of the following properties amongst all legal heirs of deceased Mr Rahim Baig son of Gulshan Baig in accordance with the Muslim law of inheritance and for handing over respective share of the plaintiffs in the suit property to them:
 - a. Plot No. 1115, Sheet No.1, Sector No.8, Data Nagar, Orangi Township, Karachi, admeasuring 107.70 square yards.

- b. Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards.
 - c. 5 Tola Gold & Cash of Rs.20,00,000/- (in possession of defendant No. 7 &8)
 - d. Plot Files of Kaneez Fatima Housing Project (in possession of defendant No. 7 &8)
- f. Cost of the suit and/or any other relief(s) which this Hon'ble Court may deem fit and proper under the circumstances of the case may also be awarded to the Plaintiffs.

Plaintiff No.1

Plaintiff No.2

Karachi.

Dated: -10-2023

Advocate for the Plaintiffs

VERIFICATION

We, (1) Zaheer Ahmed son of Rahim Baig and (2) Nazar Muhammad son of Rahim Baig, both Muslims, Adults, R/o Karachi, the plaintiff No.1 & 2 in the above matter himself and on behalf of the other plaintiffs, do hereby solemnly affirm and verify that the contents of all the above paras including prayer clauses have been drafted as per my instructions and the same are true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

Deponent No.1

Deponent No.2

DOCUMENT FILED As per annexures.

DOCUMENTS RELIED UPON Original of the Annexures, and
all other relevant documents.

ADDRESS OF THE PARTIES As in Title.

**ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL.** As in Vakalatnama.

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

Zaheer Ahmed & Another

Plaintiffs

VERSUS

Mst Noor Jahan Bano & Others

Defendants

**APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION151 CPC.**

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the plaintiffs abovenamed that this Hon'ble Court may graciously be pleased to grant interim injunction against the defendants thereby restraining the defendants, their agents, servants, employees, nominees, colleagues, persons, representatives, workers, attorneys and / or anybody else acting on their behalf or in their name from mortgaging, alienating, gifting, further transferring/selling and/or disturbing physical possession of the plaintiffs over the suit properties i.e. (1) Plot No. 1115, Sheet No.1, Sector No.8, Data Nagar, Orangi Township, Karachi, admeasuring 107.70 square yards., (2) Plot No. 1129, Sheet No.1, Sector No.8/A, Data Nagar, Orangi Township, Karachi, admeasuring 88.88 square yards. (3) 5 Tola Gold & Cash of Rs.20,00,000/- and (4) Plot Files of Kaneez Fatima Housing Project, in any manner of whatsoever nature, except due course of law.

Ad-interim orders for maintaining status quo are solicited.

The prayer is made in the interest of justice.

Karachi:
Dated: -10-2023

Advocate for the Plaintiffs

For immediate use in Court
On behalf of the plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

Zaheer Ahmed & Another

Plaintiffs

VERSUS

Mst Noor Jahan Bano & Others

Defendants

AFFIDAVIT

I, Zaheer Ahmed son of Rahim Baig, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am plaintiff No.1 in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions & on my behalf as well as on behalf of other plaintiffs, the contents whereof are true and correct and the

same alongwith contents of the memo of plaint may please be treated as a part of this affidavit for the sake of brevity.

3. That I say that under the facts and circumstances mentioned in the accompanying application as well as in the main memo of plaint, the plaintiffs have serious apprehension that if the defendants will not restrain by this Hon'ble Court, then the defendants will succeeded to create third party interest in the suit property.
4. That I say that the plaintiffs have a good prima facie case and the balance of convenience lies in our favour
5. That I say that until and unless accompanying application is granted as prayed I as well as other plaintiffs will be seriously prejudiced and shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

Zaheer Ahmed & Another

Plaintiffs

VERSUS

Mst Noor Jahan Bano & Others

Defendants

AFFIDAVIT

I, Nazar Muhammad son of Rahim Baig, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am plaintiff No.2 in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions & on my behalf as well as on behalf of other plaintiffs, the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as a part of this affidavit for the sake of brevity.

3. That I say that under the facts and circumstances mentioned in the accompanying application as well as in the main memo of plaint, the plaintiffs

have serious apprehension that if the defendants will not restrain by this Hon'ble Court, then the defendants will succeeded to create third party interest in the suit property.

4. That I say that the plaintiffs have a good *prima facie* case and the balance of convenience lies in our favour.

5. That until and unless accompanying application is granted as prayed I as well as other plaintiff will be seriously prejudiced and shall suffer irreparable loss.

6. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

Zaheer Ahmed & Another

Plaintiffs

VERSUS

Mst Noor Jahan Bano & Others

Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFFS

Zaheer Ahmed Son of Rahim Baig (late),
Holding CNIC No. 42401-1963029-5

Resident of House No.6
Data Nagar, Orangi Town, Sector 8/A
Karachi

Karachi:

Dated: -10-2023

Advocate for the Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

Zaheer Ahmed & Another

Plaintiffs

VERSUS

Mst Noor Jahan Bano & Others

Defendants

APPLICATION U/S 149 CPC

It is most respectfully submitted on behalf of the plaintiffs abovenamed
that this Hon'ble Court be graciously pleased to grant temporary leave of the
Court of submit the Court fee of Rs. _____/-, as the plaintiffs are unable to
submit the same by the prescribed time granted by the Court as the appellant will
suffer irreparable loss if the time for one month from today will not be extended in
the interest of justice and equity.

Therefore it is prayed in the interest of justice and equity that the plaintiff be allowed to submit the Court fee.

This prayer is made in the larger interest of justice.

Karachi.

Dated: -10-2023 Advocate for the Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

Zaheer Ahmed & Another Plaintiffs

VERSUS

Mst Noor Jahan Bano & Others **Defendants**

AFFIDAVIT

I, Zaheer Ahmed son of Rahim Baig, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am Counsel of the Plaintiff No.1 in the above matter hence fully conversant with the facts of the case
2. That I say that plaintiffs undertake to submit the Court fee in this Hon'ble Court, in mean while my suit way may please be admitted.
3. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of suit.
4. That I say that for the sake of brevity the contents of the accompanying application, those are true and correct drafted under my instructions, may be treated as part and parcel of this affidavit.
5. That I say that I have got good prima facie case, balance of convenience is also in my favour and until and unless the accompanying application is granted, I and other plaintiff will suffer irreparable losses and will be seriously prejudiced.

6. That unless the accompanying application is granted I and another plaintiff will suffer irreparable loss.
7. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

Zaheer Ahmed & Another

Plaintiffs

VERSUS

Mst Noor Jahan Bano & Others

Defendants

LIST OF LEGAL HEIRS OF PLAINTIFFS

Plaintiff No.1

Plaintiff No.2

Karachi:

Dated: -10-2023

Advocate for the Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

1. ZA /Plaintiff 1

Son of RB (late),

Muslim, adult,
Karachi.

2. NM /Plaintiff 2

Son of RB (late),

Muslim, adult, resident of Karachi.

Plaintiffs

VERSUS

1. Mst NJB / Defendant

D/o RB (late),

Muslim, adult, Karachi No.22

2. Mst ZB / Defendant

D/o RB (late),

Karachi.

3. Mst SB / Defendant

D/o RB (late),

Karachi.

4. MSAN / Defendant

S/o RB (Late),

Muslim, adult, resident of Karachi.

5. Mst NA / Defendant

D/o RB (late),

, Karachi.

6. Mst BB / Defendant

D/o RB (late),
Muslim, adult, resident of
Karachi.

7. Mst FB / Defendant
D/o RB (late),
Muslim, adult, resident of Karachi.

8. Mst SB / Defendant
D/o RB (late),
Muslim, adult, resident of Karachi.

9. Mst S / Defendant
D/o MSA (Late)
Muslim, adult, resident of, Karachi.

10. Mst SJ / Defendant
D/o MSA (Late)
Muslim, adult, resident of Karachi.

11. Mst SD / Defendant
D/o MSA (Late)
Muslim, adult, resident of Karachi.

12. SQ / Defendant
S/o MSA (Late)
Muslim, adult, resident of Karachi.

13. Sub-Registrar ,
Karachi Defendants

**SUIT FOR DECLARATION, CANCELLATION, ADMINISTRATION, PARTITION,
POSSESSION AND PERMANENT INJUNCTION**

The plaintiffs abovenamed most respectfully begs to submit as under:-

1. That the deceased Mr RB , was the father of plaintiffs No 1 & 2 and Defendant No.1 to 8, whereas the said Mr RB was grandfather of the defendant No. 9 to 12.

2. That the said deceased Mr RB was owner of the following properties: -

a. Plot No. 11, Karachi, admeasuring 107.70 square yards.

b. Plot No. 112 Karachi, admeasuring 88.88 square yards.

3. That it is further submitted that the said deceased Mr RB was also having 5 tola gold, Rs.20,00,000/- Cash and few plot files of residency in his possession which were kept in the locker and the said locker is in possession of the defendant No. 7 & 8 as the deceased prior to his death was living with them in the said house.

4. That it is humbly submitted the said Mr RB and left behind the following surviving legal heirs, as next of his kin, kith, and successors:

SR.NO.	NAME OF HEIR	RELATIONSHIP	
1.	ZA /Plaintiff 1	Son	(Plaintiff No.1)
2.	NM /Plaintiff 2	Son	(Plaintiff No.2)
3.	Mst NJB / Defendant 1	Daughter	(Defendant No.1)
4.	Mst ZB / Defendant 1	Daughter	(Defendant No.2)
5.	Mst SB / Defendant 1	Daughter	(Defendant No.3)
6.	MSAN	Son	(Defendant No.4)
7.	Mst NA / Defendant 4	Daughter	(Defendant No.5)
8.	Mst BB / Defendant 5	Daughter	(Defendant No.6)

9.	Mst FB / Defendant 7	Daughter	(Defendant No.7)
10.	Mst SB / Defendant 6	Daughter	(Defendant No.8)
11.	MSA Son	(Deceased)	

(Copies of death certificate and FRC of legal heirs are attached herewith and marked as annexure P/ to P/)

5. That one son of deceased namely MSA (mentioned at serial No. 9 above) has expired on and he left behind the following persons as his surviving legal heirs: -

- 1. Mst S / Defendant 8 Daughter (Defendant No.9)
- 2. Mst SJ / Defendant 9 Daughter (Defendant No.10)
- 3. Mst SD / Defendant 10 Daughter (Defendant No.11)
- 4. SD / Defendant 10 Son (Defendant No.12)

6. That now the defendant No.1 to 12 are illegally occupied over the said properties left by the deceased. It is further submitted that the defendant No. 7 and 8 , who are the daughters of the deceased were in possession of the original title documents and they have illegally and unlawfully transferred one of the property i.e. Plot No. 112Karachi, admeasuring 88.88 square yards, in their favour through Gift Deed bearing registration No. , Book No I, dated before Sub Registrar , Karachi and MF Roll No. , Photo Registrar, Karachi, dated, in connivance with other defendants and they have illegally and unlawfully occupied the said properties in their possession and depriving the plaintiffs from their legal heirs from the said properties.

(Copy of the Gift deed is filed herewith and marked as annexure P/)

7. That the defendants No.1 to 12 trying to usurp the legal shares of the plaintiffs in the suit property and depriving them of their legal rights / share in the suit property.

8. That the suit properties are the inherited properties and all the legal heirs of the said deceased RB have their lawful legal shares in the same, therefore they are entitled to obtain their lawful shares in the suit properties through the process of this Hon'ble Court.

9. That the defendant No.7 & 8 on the basis of forged and bogus Gift Deed are trying to create third party interest in the property bearing Plot No. 112, Karachi, admeasuring 88.88 square yards by depriving the legitimate and legal rights of the other legal heirs, therefore the defendant No.7 & 8 are liable to restrain from creating any third party interest in the suit property.

10. That the suit properties are original belongs to the deceased RB who was father of the defendant No.1 to 8 and plaintiffs and grandfather of defendant No. 9 to 12 are entitled to be declare the legal heirs of Mr. RB and also, they have their legal and lawful right in the suit property being inherited.

11. That under the circumstances stated above the plaintiffs claim that an account may be taken of the suit property and the same may be administered under the decree of this Hon'ble Court.

12. That the cause of action for filing the instant suit has arisen to the plaintiffs against the defendants firstly when defendant No.1 to 12 refused to give legal share to the plaintiffs in the suit properties, secondly when the defendant No. 7 & 8 obtain forged and bogus Gift Deed in their favour in connivance with other defendants and trying to usurp the legal shares of the plaintiffs and finally when the plaintiffs came to the know that the defendants are negotiating to sell out the suit properties and trying to usurp the legal rights of the plaintiffs in the suit property and the same cause of action still continued day to day till the instant suit is decreed as prayed.

13. That the suit property is situated within the territorial limits of P.S. , Karachi, which is within the jurisdiction of this Hon'ble Court.

14. That for the purpose of court fee & jurisdiction, the suit is properly stamped.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to pass judgement and decree in favour of the plaintiff and against the defendants in the following manner:

- a). To declare that the plaintiffs being legal heirs of real deceased Mr RB are entitled to receive their respective share in the following properties, in accordance with the Muslim law of inheritance: -
 - a. Plot No. 115 Karachi, admeasuring 107.70 square yards.

- b. Plot No. 112, Karachi, admeasuring 88.88 square yards.
 - c. 5 Tola Gold & Cash Rs.20,00,00/- (in possession of defendant No. 7 &8)
 - d. Plot Files of (in possession of defendant No. 7 &8)
- b). To declare that the Gift Deed bearing registration No. , Book No I, dated 11-07-2009, before Sub Registrar , Karachi and MF Roll No. , Photo Registrar, Karachi, dated 14-09-2009 in respect of property bearing No. **Plot No. 112, Karachi, admeasuring 88.88 square yards**, prepared by the defendant No. 7 & 8, in connivance of other defendants is forged, false & bogus and the same is patently illegal, unlawful and against the lawful interests of the plaintiffs, is ab-initio void, based on fraud, malafide and of no legal effect / legal consequence, hence nullity in the eyes of law.
- c). To cancel the Gift Deed bearing registration No. , Book No I, dated 11-07-2009, before Sub Registrar , Karachi and MF Roll No. , Photo Registrar, Karachi, dated 14-09-2009 in respect of property bearing No. Plot No. 112, Karachi, admeasuring 88.88 square yards, prepared by the defendant No. 7 & 8, in connivance of other defendants and the defendant No.7 & 8 may be directed to produce the same before this Hon'ble Court.
- d). To grant permanent / perpetual injunction thereby restraining the defendants, their servants, subordinates, agents and/or anybody else acting through them or on their behalf from mortgaging, alienating, gifting, further transferring/selling and/or disturbing physical possession of the plaintiffs over the suit properties, in any manner of whatsoever nature, except due course of law.

- e). To pass a Judgment and Decree for the administration of the Suit property under the decree of this Hon'ble Court and on order may be passed for the partition & distribution of the following properties amongst all legal heirs of deceased Mr RB in accordance with the Muslim law of inheritance and for handing over respective share of the plaintiffs in the suit property to them:
- a. Plot No. 115 Karachi, admeasuring 107.70 square yards.
 - b. Plot No. 112, Karachi, admeasuring 88.88 square yards.
 - c. 5 Tola Gold & Cash of Rs.20,00,000/- (in possession of defendant No. 7 &8)
 - d. Plot Files of (in possession of defendant No. 7 &8)
- f). Cost of the suit and/or any other relief(s) which this Hon'ble Court may deem fit and proper under the circumstances of the case may also be awarded to the Plaintiffs.

Plaintiff No.1

Plaintiff No.2

Karachi.

Dated:

Advocate for the Plaintiffs

VERIFICATION

We, (1) ZA /Plaintiff 1 son of RB and (2) NM /Plaintiff 2 son of RB, both Muslims, Adults, R/o Karachi, the plaintiff No.1 & 2 in the above matter himself and on behalf of the other plaintiffs, do hereby solemnly affirm and verify that the

contents of all the above paras including prayer clauses have been drafted as per my instructions and the same are true and correct to the best of my knowledge and belief.

Karachi:

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

ZA /Plaintiff 1 & Another Plaintiffs

VERSUS

Mst NJB / Defendant 1 & Others Defendants

**APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION151 CPC.**

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the plaintiffs abovenamed that this Hon'ble Court may graciously be pleased to grant interim injunction against the defendants thereby restraining the defendants, their agents, servants, employees, nominees, colleagues, persons, representatives, workers, attorneys and / or anybody else acting on their behalf or in their name from mortgaging, alienating, gifting, further transferring/selling and/or disturbing physical possession of the plaintiffs over the suit properties i.e. (1) Plot No. 115 Karachi, admeasuring 107.70 square yards., (2) Plot No. 112, Karachi, admeasuring 88.88 square yards. (3) 5 Tola Gold & Cash of Rs.20,00,000/- and (4) Plot Files of , in any manner of whatsoever nature, except due course of law.

Ad-interim orders for maintaining status quo are solicited.

The prayer is made in the interest of justice.

Karachi:

Dated: **Advocate for the Plaintiffs**

For immediate use in Court
On behalf of the plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

ZA /Plaintiff 1 & Another

Plaintiffs

VERSUS

Mst NJB / Defendant 1 & Others

Defendants

AFFIDAVIT

I, ZA /Plaintiff 1 son of RB, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am plaintiff No.1 in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions & on my behalf as well

as on behalf of other plaintiffs, the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as a part of this affidavit for the sake of brevity.

3. That I say that under the facts and circumstances mentioned in the accompanying application as well as in the main memo of plaint, the plaintiffs have serious apprehension that if the defendants will not restrain by this Hon'ble Court, then the defendants will succeeded to create third party interest in the suit property.
4. That I say that the plaintiffs have a good prima facie case and the balance of convenience lies in our favour
5. That I say that until and unless accompanying application is granted as prayed I as well as other plaintiffs will be seriously prejudiced and shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

ZA /Plaintiff 1 & Another

Plaintiffs

VERSUS

Mst NJB / Defendant 1 & Others

Defendants

AFFIDAVIT

I, NM /Plaintiff 2 son of RB, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am plaintiff No.2 in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions & on my behalf as well as on behalf of other plaintiffs, the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as a part of this affidavit for the sake of brevity.

3. That I say that under the facts and circumstances mentioned in the accompanying application as well as in the main memo of plaint, the plaintiffs

have serious apprehension that if the defendants will not restrain by this Hon'ble Court, then the defendants will succeeded to create third party interest in the suit property.

4. That I say that the plaintiffs have a good *prima facie* case and the balance of convenience lies in our favour.

5. That until and unless accompanying application is granted as prayed I as well as other plaintiff will be seriously prejudiced and shall suffer irreparable loss.

6. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

ZA /Plaintiff 1 & Another

Plaintiffs

VERSUS

Mst NJB / Defendant 1 & Others

Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFFS

ZA /Plaintiff 1 Son of RB (late),

Karachi

Karachi:

Dated: -10-2023

Advocate for the Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

ZA /Plaintiff 1 & Another

Plaintiffs

VERSUS

Mst NJB / Defendant 1 & Others

Defendants

APPLICATION U/S 149 CPC

It is most respectfully submitted on behalf of the plaintiffs abovenamed that this Hon'ble Court be graciously pleased to grant temporary leave of the Court of submit the Court fee of Rs. _____/-, as the plaintiffs are unable to submit the same by the prescribed time granted by the Court as the appellant will suffer irreparable loss if the time for one month from today will not be extended in the interest of justice and equity.

Therefore it is prayed in the interest of justice and equity that the plaintiff be allowed to submit the Court fee.

This prayer is made in the larger interest of justice.

Karachi.

Dated: -10-2023 Advocate for the Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

ZA /Plaintiff 1 & Another **Plaintiffs**

VERSUS

Mst NJB / Defendant 1 & Others Defendants

AFFIDAVIT

I, ZA /Plaintiff 1 son of RB, Muslim, Adult, R/o Karachi, do hereby state on Oath as under: -

1. That I am Counsel of the Plaintiff No.1 in the above matter hence fully conversant with the facts of the case
2. That I say that plaintiffs undertake to submit the Court fee in this Hon'ble Court, in mean while my suit way may please be admitted.
3. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of suit.
4. That I say that for the sake of brevity the contents of the accompanying application, those are true and correct drafted under my instructions, may be treated as part and parcel of this affidavit.
5. That I say that I have got good prima facie case, balance of convenience is also in my favour and until and unless the accompanying application is granted, I and other plaintiff will suffer irreparable losses and will be seriously prejudiced.

6. That unless the accompanying application is granted I and another plaintiff will suffer irreparable loss.
7. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, WEST AT KARACHI

Civil Suit No. / 2023

ZA /Plaintiff 1 & Another

Plaintiffs

VERSUS

Mst NJB / Defendant 1 & Others

Defendants

LIST OF LEGAL HEIRS OF PLAINTIFFS

Plaintiff No.1

Plaintiff No.2

Karachi:

Dated: -10-2023

Advocate for the Plaintiffs

IN THE COURT OF

SENIOR CIVIL JUDGE AT KARACHI WEST

Suit No. / 2020

1. Mst. MB W/o
IA, Muslim, Adult,
Karachi
2. Ms NF D/o IA,
Muslim, Adult,, Karachi
3. Ms AF D/o IA,
Muslim, Adult, Karachi
4. Ms QF D/o IA,
Muslim, Adult, Karachi

Plaintiffs

VERSUS

1. Mr SA S/o IA,
Muslim, Adult, Karachi

2. Mr IAA S/o IA,
Muslim, Adult,, Karachi

Defendants

SUIT FOR DECLARATION, ADMINISTRATION,
PARTITION, POSSESSION, PERMANENT / MENDATORY INJUNCTION AND
CANCELLATION OF DOCUMENTS

The plaintiffs above named most respectfully submit as under:-

1. That the plaintiffs are respectable, edified and law abiding citizens of Pakistan and are living at the above said addresses along with their families.

2. That the husband of plaintiff No.1 and father of plaintiff No.2 to 4 & defendants, Mr Ishtiaq Ahmed son of Hafiz Abdul Jameel Braveli, a Sunni Muslim died / expired on, leaving behind him the following persons as his sole legal heirs: -

- | | |
|------------|----------|
| 1. Mst. MB | Widow |
| 2. Ms NF | Daughter |
| 3. Ms AF | Daughter |
| 4. Ms QF | Daughter |
| 5. Mr SA | Son |
| 6. Mr IAA | Son |

(Copy of Death Certificate of the deceased is attached herewith and marked as annexure P/1)

3. That the above said deceased Ishtiaq Ahmed son of Hafiz Abdul Jameel Braveli at the time of her death was having following moveable and immoveable properties in his names: -

1. Moveable Properties

- a. Gold weight about 14 Tota.
- b. Cash 25,00,000/-.

2. Immoveable Properties

- a. House No. 35 Karachi
- b. House No. 39 Karachi.

- c. Rented Premises Shop No Karachi
 - 4. That it is humbly submitted that the said deceased has purchased the property i.e. House No. 35,Karachi from Mst for a total sale consideration of Rs.4,65,000/-. It is further submitted that the said deceased transferred the said property in the name of the defendants as ***benami*** as evident by the **WILL / Wasiyat Nama** executed by the deceased dated in his lifetime in presence of witnesses. It is pertinent to mention in the said **WILL**, it is specifically mentioned that the said property will be used by all the above said plaintiffs and defendants and all legal heirs have their respective shares in the said property. It is further submitted that the plaintiffs and defendant No.2 are only having possession of half portion of the above said property.
 - 5. **That** it is humbly submitted that the property bearing House No. 35, Karachi was also repartitioned by the defendants and half of the portion is illegally and unlawfully transferred in the name of the defendant No.2 (IAA) vide deed of partition registered at No., Book No. 1, dated before Sub Registrar, Karachi.
- (Copy of Deed of Partition is attached herewith and marked as annexure P/)**
- 6. That, thereafter the above said deceased during his lifetime cancelled the above said “**Will**” and executed another **Will / Wasiyatnama** in presence of witnesses on or about wherein he stated that the above said property i.e. House No. 35, Karachi, which was already transferred as ***Benami*** in the

name of defendants, the deceased transferred the ownership rights of the said property in the name of the plaintiffs No.2 to 4 being his legal heirs. It is further submitted that the said deceased being owner of another property mentioned in serial No. b in para 2 above i.e. House No. G-141, Sector 11 ½, Aziz Nagar, Orangi Town, Karachi, as stated in the said **WILL**, he transferred the said property in the name of the defendants. It is further submitted that the said deceased has also specifically stated in the said **WILL** that the previous **WILL** dated 27-7-1998 has been cancelled. It is further submitted that the deceased has also transferred the said property in the name of the defendant No.1 as *benami* after purchasing the same being his elder son but later as per **WILL** dated has transferred the same in the name of both the defendants.

(Copies of Bill, Lease Deed and WILL / Wasiyatnama dated 20 October 2004 are attached herewith and marked as annexure P/ to P/)

7. That the deceased has got the above said Shop No 9, Karachi on pugree after paying an huge amount of pugree and in the said shop the said deceased was running the business of cloths and from the profit of said business has purchased the above said properties and at the time of his death the said shop was also full with clothes but the defendant No.1 after his demise has taken full control over the said shop and has been earning an handsome amount from the said shop but he did not pay any amount from the above said earnings to the plaintiffs. It is further submitted that since last 10

years he did not pay any amount from the said earning even did not pay amount for purchase of medicines of his mother.

8. That the said defendant No.1 has also taken into possession the front portion of the said shop. It is submitted that the defendant No.1 has purchased a Shop No 18, Karachi from the earning of the said shop and he used to sell and purchase the said plots. Moreover the stock of cloths which is held in shop , godown and in his house is worth more than 50,00,000/- which is also come from the earnings of above said shop but he never paid a single penny to the plaintiffs being entitled of their respective shares in the said shop / cloths which was given to him by the deceased father and it was agreed that the income of the said shop would be distributed among the legal heirs but he failed and neglected to pay the same and has illegally and unlawfully taken full control over the said business of the deceased.
9. That it is humbly submitted that moveable properties i.e. cash amount of Rs.25,00,000/- and gold weighing about 14 tola was also left by the deceased which is also in the custody of the defendant No.1 and despite of repeated requests and reminders to distribute the same as per respective shares among the said legal heirs but failed and neglected to pay the same and has illegally and unlawfully retained and have utilized the same for his own benefit.

10. That since the death of the deceased the defendant No.1 has illegally and occupied the above said moveable and immovable properties and the defendant No.1 also doing business in the shop and has deprived the plaintiffs from their respective shares in the profit as well as in the said properties.
11. That the plaintiffs have time and again requested the defendants to give them their respective shares in the above said properties but they were tolerating on one pretext or the others and on _____, they flatly refused to give them their respective shares in the above said properties.
12. That it has been repeatedly apprised by the plaintiffs for partitions of the moveable and immovable properties mentioned above and distributing the same left by the deceased father of the parties amongst all the legal heirs according to their respective Shares prescribed by Shariah, but the defendants always avoided to do so on one pretext or other. It is pertinent to mention that the defendants are in possession of the original title documents of the above said properties.
13. That in the circumstances stated above the plaintiffs claim that an account may be taken of the movable and immovable properties left by the deceased husband / father of the parties and the same may be administered under the decree of this Hon'ble Court.

14. That the cause of action for filing the instant suit arose to the plaintiff when the father of the parties died on and the defendants have illegally and unlawfully transferred the said immoveable properties in their names and on each and every occasions, when the plaintiffs approached the defendants to distribute the above said properties left by the deceased husband / father, they neglected and refused to divide the said properties and the same cause of action is still continuing within the territorial jurisdiction of PS _____ hence this Honorable Court has jurisdiction to entertain this suit, hence this suit.
15. That for the purpose of jurisdiction the suit is valued Rs.1,40,00,000/-, hence the prescribed court fee has been affixed on the face of the plaint.

PRAYER

It is, therefore, respectfully prayed on behalf of the plaintiffs above named that this Hon'ble Court may graciously be please to pass the following orders: -

A. To partition the following properties left by the deceased or in case the partition is not possible or not convenient then in the alternative for sale of the these properties, the same may be sold and out of sale proceed the plaintiffs be paid their respective shares according to the Muhammadan Law: -

1. Moveable Properties

- a. Gold weight about 14 Tota
- b. Cash 25,00,000/-.

2. Immoveable Properties

- a. House No. 35, Karachi
 - b. House No. 14 Karachi.
 - b. Rented Premises Shop No 9, Karachi
- B. To Cancel the indenture of lease deeds (1) Registered No. , Book No.I, dated before Sub Registrar, Karachi, MF Roll No. Photo Registrar, Karachi, dated in respect of House No. 39 Karachi, old address House No. 41Karachi, (2) Registered No. Book No.I, dated , before Sub Registrar Orangi Town, Karachi, MF Roll No. Photo Registrar, Karachi, dated, in respect of House No. 35, Karachi, (3) Deed of Partition being Registered No. Book No.V, dated before Sub Registrar Karachi, Digital Scan, dated respect of half portion of House No. 35, Karachi.
- C. To grant permanent / perpetual injunction thereby restraining the Defendants, their servants, subordinates, agents and/or anybody else acting through them or on their behalf from mortgaging, alienating, gifting, further transferring/selling the above said properties, or to create third party interest in respect of the immoveable properties i.e. (1) House No. 35, Karachi, (2) House No. 39, Karachi, old address House No. 41 Karachi and (3) Rented

Premises Shop No 9,Karachi, in any manner of whatsoever nature, except due course of law.

D. To appoint Nazir of this Hon'ble Court for partition & distribution of the above said properties, amongst legal heirs of deceased in accordance with the Muhammadan Law of inheritance and for handing over respective share of the plaintiffs in the suit properties to them.

E. Rendition of accounts of rental amount from Defendant No. 1 in respects of above properties, amount of earning of Shop No. 9, which is approximately to the tune of Rs.50,00,000/- or any other amounts lying with him or any other legal heirs to the date of filing this suit, directing the defendant No. 1 or any other legal heirs to render and give full accounts and deposit the same before Nazir of this Honorable Court and the parties be paid their respective shares of the said amount according to the Muhammadan Law of Inheritance.

F. For all such further and / or other relief as the nature and circumstances of the case may reasonably legally or justly require be granted.

G. Cost of the suit.

Karachi:

Dated: -12-2020 Plaintiff No.1

Plaintiff No.2

Plaintiff No.3

Plaintiff No.4

Advocate for the Plaintiffs

VERIFICATION

We, (1) Mst. MB W/o IA, (2) Mst NF, (3) AF and (4) Mst QF, daughters of, Muslims, adults , resident of Karachi, the plaintiffs in the above matter and am well conversant with the facts of the case and on this _____ day of, at Karachi do hereby on Oath and verify the contents of the above paras, say the same are true to the best of our knowledge and belief.

Karachi: Deponent No.1

HE COURT OF

SENIOR CIVIL JUDGE AT KARACHI WEST

Suit No. / 2020

Mst. MB & Others

Plaintiffs

VERSUS

Mr SA & Another

Defendants

LIST OF LEGAL HEIRS OF PLAINTIFFS

Plaintiff No.1

Plaintiff No.2

Plaintiff No.3

Plaintiff No.4

In case the death of the plaintiffs, the one of the above mentioned legal heirs of the plaintiffs shall intimate / inform this Hon'ble Court.

Karachi:

Dated: -12-2020

Advocate for the Plaintiffs.

IN THE COURT OF

SENIOR CIVIL JUDGE AT KARACHI WEST

Suit No. / 2020

Mst. MB & Others

Plaintiffs

VERSUS

Mr SA & Another

Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFFS

Karachi:

Dated: -12-2020

Advocate for the Plaintiffs

IN THE COURT OF

SENIOR CIVIL JUDGE AT KARACHI WEST

Suit No. / 2020

Mst. MB & Others

Plaintiffs

VERSUS

Mr SA & Another

Defendants

APPLICATION UNDER ORDER XXXIX RULE 1 & 2 CPC
READ WITH SECTION 151 CPC

It is prayed on behalf of the Plaintiffs above named that this Honorable Court may graciously be pleased to restrain the Defendants, their servants, subordinates, agents and/or anybody else acting through them or on their behalf from mortgaging, alienating, gifting, further transferring/selling the following properties left by the deceased Ishtiaq Ahmed, or to create third party interest in respect of the following immoveable properties in any manner of whatsoever nature, except due course of law in any manner or capacity whatsoever till the final decision of the Hon'ble Court in this regard: -

- a. House No. 35, Karachi
- b. House No. 41, Karachi.
- c. Rented Premises Shop No 9, Karachi

Ad-interim injunction is also solicited.

This application is prayed in the interest of justice.

Karachi

Dated -12-2020

Advocate for the Plaintiffs

IN THE COURT OF

SENIOR CIVIL JUDGE AT KARACHI WEST

Suit No. / 2020

Mst. MB & Others

Plaintiffs

VERSUS

Mr SA & Another

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXXIX RULE 1 & 2 CPC READ WITH SECTION 151 CPC

I, Mst. MB W/o IA, Muslim, Adult, holding CNIC No. Resident of House No. 35Karachi, do hereby state on oath as under: -

1. That I am the Plaintiff No.1 in the above referred case and as such, am fully conversant with the facts of this case.
2. That I state that the accompanying application under Order XXXIX, Rules 1 & 2 C.P.C read with section 151 CPC has been drafted and filed under my specific instructions and for the sake of brevity, it is requested that the contents of the same may be treated as part and parcel of this affidavit.
3. That I say that the properties mentioned in the accompanying application are owned by deceased husband of me and father of other legal heirs are entitled to have their respective shares in accordance with Muhammandan Law of Inheritance.
4. That unless the accompanying application for interim injunction is allowed as prayed I shall be seriously prejudiced and shall suffer irreparable loss.

5. That whatever is stated above; is true and correct to the best of my knowledge, belief and information.

Karachi.

Dated

Deponent

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**

Civil Suit No. / 2022

MT Son of
MKB, Muslim,
Adult, Karachi

Plaintiff

VERSUS

1. ZM / Defendant 1, Muslim, adult,
Resident, Lahore
&
Proprietor /Partner /Owner of M/s Karachi
 2. AMW / Defendant 2 son of not known
Muslim, Adult, Resident of Karachi
 3. Manager MB
, Karachi
- Defendants

**SUIT FOR DECLARATION, CANCELLATION,
& PERMANENT / MANDATORY INJUNCTION**

The plaintiff above named most respectfully begs to submit as under: -

1. That the plaintiff is a respectable and peaceful, law-abiding citizen of Islamic Republic of Pakistan and is doing lawful business as such enjoys a good reputation among the business circle.
2. That the plaintiff is a senior citizen of Pakistan and have been spent 35 years in supply of the hardware product of M/s GROUP LTD. which is under the ownership of the above-named defendant No.1. It is pertinent to mention that the plaintiff has been a chronic patient of heart and is other multifarious diseases.

(Copies of medical prescriptions and reports are attached herewith and marked as annexure P/1 to P/)

3. That the plaintiff started his services with his full zeal and zest with the defendant No.1's company on the basis of 2% commission on the sale of company's products plus monthly salary of Rs.35,000/- and has increased and maintain the business of the said company of the defendant No.1with his hardworking, dedication and honestly with the said business of the defendant No.1.
4. That initially the plaintiff in order to get the said amount from the defendant No.1 filed a Civil Suit No., before the IIInd Senior Civil Judge South at Karachi, for settlement of account and permanent injunction against the

defendant No.1 on or about in the month of, which was later on withdrawn by the plaintiff as not pressed with the permission to file a fresh suit.

(Copies of the plaint along with orders are filed herewith and marked as annexure P/ to P/).

5. That on or about in the month of, the plaintiff filed another suit bearing Civil Suit No. before District Court of Sindh at Karachi for recovery of amount of Rs.1,40,00,000/- (Rupees One Crore Forty Lac only) against the said defendant No.1, as he has failed to pay the said amount of commission to the plaintiff despite several requests and reminders.

(Copies of the plaint along with annexures and order are attached herewith and marked as annexure P/ to P/).

6. That the defendant No.1 after receiving the summon of the above said suit has filed a false and frivolous FIR being FIR No., under section 380/408/34 PPC registered at PS, Karachi, against the plaintiff and his son wherein he alleged that the plaintiff along with his son has usurped / theft the materials / spare parts of the defendant No.1 from his Godown and have sold out the same in the market and have received the amount and as such an amount of Rs.3,85,73,417/- were embezzled of the said company by the said plaintiff along with his son. It is submitted that the defendant No.1 has filed this false case against the plaintiff as counterblast of the above said suit with the intention to harass and blackmail the plaintiff and his family member to

refrain from claiming the above said amount from him as he had already refused to repay the same.

7. That the defendant No.1 after filing the above false FIR against the plaintiff, started a campaign of harassment and blackmailing, against the plaintiff and his family members and the plaintiff and his son were arrested in the above case and later they were released on bail.
8. That thereafter the plaintiff being old aged and ailing person under duress, pressure and blackmailing of the defendant No.1 being influential person having links with gunda elements has left no option except to enter into compromise and the matter was settled among them and the plaintiff also withdraw the above Suit of Recovery of 14000000 and the defendant No.1 has also withdraw the above FIR and forgiven the plaintiff and his son for the sake of Almighty Allah.
9. That the compromise filed by the defendant No. 1 in FIR No, does not contain any agreement or settlement in terms of cheque or any other instrument hence the compromise made was purely on the basis of taking back of cases by each parties and the order dated point no 4 clearly affirms that the “Complainant has stated for the sake of Almighty, he has forgiven both accused, therefore he is not willing to proceed the case any further”.

(Copies of the FIR, applications and order passed thereupon are filed herewith and marked as annexure P/ _____ to P/ _____)

10. That as per facts reflects in another FIR bearing No., under section 392/506-B/452/504/34 PPC at PS, Karachi, lodged by the plaintiff are that the defendant No.1 along with other men have assaulted at the house of the plaintiff and physical tortured, abused and beaten the plaintiff and his family members and also robbed important documents and valuable articles from the house of the plaintiff. The matter was investigated and the IO of case has submitted report under section 173 Cr.P.C as C Class and the matter was also deposed off vide order dated
11. That it is further submitted that the plaintiff under pressure and blackmailing by the defendant no 1 paid Rs. 90,000,00/- to the defendant no 1 through his account and all the amount were deposited by the plaintiff through his account to the defendant no 1 and the copy of the deposit slips is also on record but defendant no 1 malafidly got the blank cheques of plaintiff which later was filled/signed by the defendant no 2 and inform that we have your cheques and will use them against you and lodge FIRs from Lahore if you do business of hardware personally or in the name of SMC group in the market and blackmailed the plaintiff to use those cheques against the previous settled dispute which was mentioned in FIR to the amount of 3,85,73,417/. It is further submitted that to assign the writing expert or any

forensic expert to check and verify the difference of cheque signatures and filling of cheque which is allegedly filled by the defendant no 2.

(Copies of payment receipts are attached herewith and marked as annexures P/ to P/)

12. That all the matters between the plaintiff and defendant No.1 were settled down and there was no claim / dispute was outstanding against each other which is clearly indicated in the above order dated passed in Criminal Case No. by the learned XXIIth Civil Judge and judicial Magistrate, Karachi,. It is further submitted that as per para 5 of the said order, the defendant No.1 could not produce even substantiating evidence against the plaintiff and as such it was case of no evidence.
13. That after compromise in the above said FIR, all matters relating to the business transactions between the plaintiff and the defendant No.1 were settled and it was decided that all the cases filed by either party shall be withdrawn by the said parties It was further decided that the defendant No.1 would also hand over all the documents / cheques of the plaintiff which was kept / retained by him during the said tenure of the plaintiff's job with the defendant No.1.
14. That it is humbly submitted that the defendant No.1 is the employer of the plaintiff and the defendant no 1 taken different cheques in his office with malafide intention and for fulfillment of his ulterior motives has illegally and

unlawfully retained the cheques bearing No. with him in violation of compromise made between them and despite of several requests and reminders by the plaintiff to defendant No.1 to return the same, has failed and neglected to return the same to the plaintiff and now under the garb of the said cheques have bent upon to harass and blackmail the plaintiff for fulfillment of his ulterior motives.

15. That on, the defendant no 1, illegally and unlawfully presented the alleged cheque no of Rs. 15,00,000/- to BankLahore, and threats the plaintiff if you did not give cash to defendant no 2, I will lodge FIR from Lahore and later succeeded to get cash of an amount of Rs.15,00,000/- from one of customer of the plaintiff and later returned one of above said Cheque, it is pertinent to mention here that the business and all compromise has been done within the jurisdiction of Karachi city and the defendant no 1 resides in Lahore hence he always gives threat to take this dispute to Lahore and will take revenge on the basis of above said cheques.

(Copy of the Cheque filed herewith and marked as annexure P/ to P/.)

16. That the defendant No.1 & 2 and other companions through different modes / telephone calls, social media are bent upon to harass, blackmail and threatening the plaintiff, his wife and son for demanding the amount of Rs. 1500000/- which the defendant no 1 succeeded malafidly on the basis of

above cheques and made their life pitiable and miserable and due to the said reason, the health condition of the plaintiff is at very risk due to being heart patient. It is pertinent to mention that the defendant No.1 used to call the plaintiff's wife and threaten her to face dire consequences.

17. That the company of the defendant No.1 has been found involved in malpractice / theft of taxes of million in rupees of the government of Pakistan, on or about raided by FBR authorities and the said report / raid was also covered by News Channel as such the said company has been involved in causing huge loss to the government exchequer by not paying requisite taxes to FBR. It is further submitted that since the defendant No.1 is defaulter of FBR due to nonpayment of tax and in order to cheat and defraud the FBR and other revenue departments of the country used to involve the others to get their black money into white money to hide their income from the said institution and also involved in Hawala Hundi business.

18. That the cause of action accrued to the plaintiff and against the defendants firstly on when the defendant lodged a false and frivolous FIR against the plaintiff, secondly on

when the matters between them were settled down and the plaintiff and defendant No.1 withdrew their cases filed by them against each other , thirdly when the defendant No.1 illegally and unlawfully retained the above

said cheques of the plaintiff and under the garb of the said cheques, the defendant No.1 & 2 started campaign of harassment, blackmailing and the same cause of action is still continued day to day till the suit of the plaintiff is decreed within the territorial jurisdiction of PS , Karachi which comes under the jurisdiction of this Honorable Court.

19. That the suit is valued at Rs. 1500000/- for declaration, cancellation and permanent / mandatory injunction, hence court fee is affixed along with plaint.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to pass judgement and decree in favour of the plaintiff and against the defendants in the following manner:

- a). To declare that the cheques bearing No. are the lawful property of the plaintiff and the defendant No.1 has no right or authority to misuse the same against the plaintiff as a tool to harass and blackmail the plaintiff.
- b). To direct defendant no 3 to cancel the above said cheques Bearing No. c). To grant permanent injunction against the defendants, thereby restraining them, their agents, servants, colleagues, representatives and / or anybody else acting through them or on their behalf from using the above said cheques as a tool of harassment, blackmailing, and threatening and presenting before bank for illegal

means and to get register false FIRs/ Cases against the plaintiff in any manner whatsoever in nature except due course of law.

d). To declare that the Plaintiff already paid the amount to the defendant no 1 in his account via deposit slips which is annexed in the main plaint and further to direct the forensic authorities / writing expert to check and verify the forged signatures and filling of cheques which was filled by the defendant no 2 and to grant permanent injunction against the defendants, thereby restraining them, their agents, subordinates, servants, colleagues and / or anybody else acting through them or on their behalf from threatening, blackmailing and pressurizing the plaintiff and his family members, in any manner whatsoever in nature except due process of law.

e). Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

Plaintiff

Karachi.

Dated:

Advocate for the Plaintiff

VERIFICATION

I, MT Son of MKB, Muslim, Adult, R/o House No.Karachi, the plaintiff, in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**

Civil Suit No. / 2022

MT

Plaintiffs

VERSUS

ZM / Defendant 1 & Others

Defendants

**APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION 151 CPC.**

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the plaintiff above named that this Hon'ble Court may graciously be pleased to grant interim injunction against the defendant No.1 thereby restraining him, his agents, servants, employees, nominees, colleagues, persons, representatives, workers, attorneys and / or anybody else acting on his behalf or in his name, from misusing the bearing No..

Further restrain the defendants, their agents, subordinates, servants, colleagues and / or anybody else acting through them or on their behalf from threatening, blackmailing and pressurizing the plaintiff and his family members , in any manner whatsoever in nature except due process of law.

Ad-interim orders for maintaining status quo are solicited.

The prayer is made in the interest of justice.

Karachi:

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**
Civil Suit No. / 2022

MT

Plaintiffs

VERSUS

ZM / Defendant 1 & Others

Defendants

AFFIDAVIT

I, MT Son of MKB, Muslim, Adult, R/o House No. Karachi, do hereby state on Oath as under: -

1. That I am the Plaintiff in the above titled suit and also deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.
2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions and the contents

whereof are true and correct and the same alongwith contents of the memo of
plaint may please be treated as part of this affidavit for the sake of brevity.

3. That I say that I have a good *prima facie* case, balance of convenience lies in my favour and until and unless accompanying application is granted as prayed, I will be seriously prejudiced and shall suffer irreparable loss.
4. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -02-2022

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**

Civil Suit No. / 2022

MT

Plaintiffs

VERSUS

ZM / Defendant 1 & Others

Defendants

LIST OF LEGAL HEIRS

1.

2.

3.

In case the death of the plaintiff, one of his legal heirs mentioned above shall intimate / inform this Hon'ble Court.

Karachi:

Dated: -02-2022 Advocate for the Plaintiff.

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**

Civil Suit No. / 2022

MT

Plaintiffs

VERSUS

ZM / Defendant 1 & Others

Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFF

MT Son of
MKB, Muslim,
Adult, R/o House No. Karachi

Karachi:

Dated: -02-2022

Advocate for the Plaintiff.

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**

Civil Suit No. / 2022

MT

Plaintiffs

VERSUS

ZM / Defendant 1 & Others

Defendants

LIST OF WITNESSES ON BEHALF OF PLAINTIFF

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**

Civil Suit No. / 2022

MT

Plaintiffs

VERSUS

ZM / Defendant 1 & Others

Defendants

APPLICATION U/S 149 CPC

It is most respectfully submitted on behalf of the plaintiff above-named that this Hon'ble Court be graciously pleased to grant temporary leave of the Court of submit the Court fee of Rs. 15,000/-, as the plaintiff is unable to submit the same by the prescribed time granted by the Court as the plaintiff will suffer irreparable loss if the time for two months from today will not be extended in the interest of justice and equity.

Therefore, it is prayed in the interest of justice and equity that the plaintiff be allowed to submit the Court fee.

Karachi.

Dated: -02-2022

Advocate for the plaintiff.

**IN THE COURT OF SENIOR CIVIL JUDGE AT
KARACHI SOUTH**

Civil Suit No. / 2022

MT

Plaintiffs

VERSUS

ZM / Defendant 1 & Others

Defendants

AFFIDAVIT

I, MT S/o, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am plaintiff in the above matter and deponent of this affidavit, as such am fully conversant with the facts of the case
2. That the accompanying application U/s 149 CPC, has been drafted and filed under my specific instructions, contents whereof are true and correct to the best of my knowledge and the same may be treated part and parcel of this affidavit, for the sake of brevity.
3. That I say that I undertake to submit the Court fee before this Hon'ble Court, in mean while my suit may please be admitted.
4. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of above titled appeal.
5. That I have got good prima facie case, balance of convenience is also in my favour and until and unless the accompanying application is granted, I shall suffer irreparable losses and will be seriously prejudice
6. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated:

DEPONENT

IN THE COURT OF

SR. CIVIL JUDGE CENTRAL AT KARACHI

Civil Suit No. / 2023

M/s NMFC
Mst SH Widow
Karachi.

Plaintiff

VERSUS

SUD
Tariq Road, Karachi

Defendants

**SUIT FOR DECLARATION, CANCELLATION OF CHEQUE, RECOVERY OF
DAMAGES, PERMANENT INJUNCTION**

The plaintiff above named most respectfully begs to submit her case as under: -

1. That the plaintiff is an edified, religious, and respectable citizen of Pakistan and is living with her family and further doing her family business as a Managing Partner under the name & style of M/s NMFC. and running the said business since last 40-50 years and the said business was established by her father-in-law after a long-lasting effort, experience, hardworking and dedication.

2. That the plaintiff, due to the high standard quality and reliability of its products, has earned a good reputation in the business community as well as among its valuable customers. It is pertinent to mention that the shoes and other allied

items under plaintiff's brand of New Metro Footwear are designed, prepared, and manufactured by her owned engineers, at its factory with high standard quality materials and due to the said reasons, the said products have been recognized and liked by its valuable customers. It is further submitted that the plaintiff has other outlets in different parts of the city and as such earns a good reputation among the general public as well.

3. That the defendant who is also running the business under the name and style of M/s Shoes 4 U at Shop No. Karachi and also having running factory under the name and style of. It is further submitted that the in-laws of the plaintiff were having business relations with him and with the passage of time the plaintiff brand became unique, and they finished their business relations with the defendant and started to make / manufacture its owned products at her factory.
4. That the defendant now bent upon making products with compromised quality and misusing/ infringing the trade name of the plaintiff's brand name of plaintiff's company with the sole intention to cause serious harm to the plaintiff's business and lowered its prestige which she earned through long-lasting efforts among its valuable customers. It is further submitted that his owned products due to low quality are not liked by the customers and due to the said reasons, he is also bent upon to harass, blackmail and threatening through himself and other **Gunda elements** with the sole intention to refrain

the plaintiff to carry on her own lawful business over the above said outlet at Tariq Road, Karachi. It is pertinent to mention that the defendant has infringed the trade name of the plaintiff by making low quality products at his own factory.

5. That he is continuously sending the said people at her shop/ business premises, who used abusive, threatening languages and used to create dramas before valuable customers to assault and lower the prestige of her business in front of her valuable customers as he has become greedy and selfish and has been creating unnecessary hurdles in smoothly running the business of the plaintiff. It is further submitted that due to high quality and good standard valuable articles / shoes of the plaintiff the business of the proposed accused has lost its worth and his business is likely to be collapsed and as a revenge he has been continuously busy in playing tactics to defame, lower and underestimate the business of the plaintiff.
6. That the said defendant also used to visit himself and through his miscreants / **Gunda** elements at factory outlets of the plaintiff and busy in continuous harassing, blackmailing and threatened the workers / staff deputed over there and gave threatening messages to them and also sent threatening messages to the plaintiff through her workers working at the factory. It is pertinent to mention that the plaintiff is also receiving threatening calls from unknown numbers and directing the plaintiff to visit the above said police station,

otherwise FIR may be lodged against her as such the plaintiff is having serious apprehension for her involvement in any illegal and unlawful acts in connivance with some official of the police station.

7. That it is humbly submitted that the said defendant has continuously been involved in campaign of harassment, blackmailing and threatening the plaintiff by extending threats and through other henchmen / Gunda elements and further they have been visiting the shops/ factory of the plaintiff and has also made air firing outside the shop/ factory of the plaintiff and the plaintiff having serious apprehension for any unlawful act which she reported to the concerned police station through application and later filed a Cr. Misc. Application No. _____/2023 before the Court of District and Session Judge at Karachi East which was disposed off vide order dated _____.
8. That it is humbly submitted that as a counterblast the defendant also filed a Cr. Misc. Application No., wherein he levelled false and frivolous allegations against the plaintiff and also claimed that the plaintiff has issued him a Cheque No. dated of her company Account at Karachi against borrowed amount taken by the plaintiff but the Honorable Court was pleased to dismiss the same as he failed to satisfy the Honorable Court regarding issuance of cheque.

9. That it is humbly submitted that thereafter the defendant in connivance with police official has succeeded to get lodge an FIR being FIR No. PPC at Ps, Karachi. It is further submitted that in the said FIR wherein he again concocted a false story and stated that defendant supplied the materials to the plaintiff during last four years in different times after taking from different places and total amount against company situated at, become Rs.55 lacs. , out of which they paid Rs.5 lacs, and against , the remaining amount of Rs.50 lacs, they issued a cheque No dated of her company NOW Account. It is humbly submitted that the plaintiff has been granted in the above FIR.

(Copy of FIR is filed herewith and marked as annexure P/)

10. That it is humbly submitted that the plaintiff has never issued the above cheque or any other cheque to the defendant, it is further submitted that the plaintiff's firm was having business relations in past with the defendant on cash to cash basis and the above said cheque has been misused against the plaintiff's company and the said cheque has been arranged / taken from the other customer of the plaintiff as she has business relations with other companies and cheques were issued against their liabilities / securities to run its business smoothly. It is pertinent to mention that the defendant has also failed to produce any cogent and valid reasons / documentary proof against which the said cheque was issued as such the said cheque is liable to be cancelled. It is further submitted that the defendant has bent upon to harass, blackmail and threatening the plaintiff by filling false and frivolous litigations

and have already tarnished her reputation among her business circles which is evident by the above said false cases.

11. That due to the above illegal acts and omission of acts of the defendant, the plaintiff suffered with mental tension and torture, false and frivolous litigation, which cannot be satisfied in monetary terms. Physically, financially and lost established reputation as a businessman and also lost her established business reputation which in monetary terms cannot be calculated strictly but roughly to the tune of Rs. 2 Crore.

12. That the said defendant is bent upon to harass, blackmail, and threaten the plaintiff based on above said cheque which was never issued to him. It is further submitted that the plaintiff has time and again requested them to return the above cheque to her and not to misuse the same as he is not entitled to do so but still, he is raising illegal demands of exorbitant amounts against return of the said cheque.

13. That based on above-mentioned cheques, it is serious apprehension to the plaintiff that the said defendant would lodge other false cases against the plaintiff, therefore the said cheque is liable to be canceled by this Hon'ble Court, hence this suit.

14. That due to the above said acts / omission of acts of the defendant, the plaintiff suffered from mental tortures, mental agonies, physical

inconvenience, financial crisis, loss of business, defamation and her reputation in the eyes of the society, colleagues, business community and general public as such she is entitled to claim damages to the tune of Rs.20,000,000/- (Rupees Twenty Million Only) against the defendant for misfeasance, nonfeasance, and malfeasance on his part.

15. That cause of action has accrued to the plaintiff, when the defendant filed a Cr. Misc. Appl. No. against the plaintiff which was dismissed and against filed an FIR No., PPC at Ps Karachi, wherein he claimed regarding bouncing of cheque , which was never issued by the plaintiff to the defendant and same was misused against her and the same cause of action continues till the final disposal of instant suit as prayed.

16. That the cause of action has arisen within local limits of P.S.which is within the territorial jurisdiction of this Hon'ble Court.

17. That the suit is approximately valued for Rs. 55,00,000/- for Cancellation of cheques, Permanent Injunction and Declaration, and Rs.2,00,00,000/- as damages as such prescribed Court fees is affixed herewith.

PRAYER

It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendant as follows: -

- a). To declare that acts of the defendant for cheating, defrauding, misusing of Cheque No. dated detail, and other cheque and threatening for dire consequences are illegal and unlawful, and he is liable to be prosecuted according to law.
- b). To pass an order for cancellation of all cheques including Cheque No., dated , which is in illegal custody of the defendant of plaintiff's account as the same was never issued by her to the defendant.
- c) To direct the defendant to pay damages to the tune of Rs.2,00,00,000/- to the plaintiff.
- d). To grant permanent injunction thereby restraining the Defendant, his servants, subordinates, agents, or anybody else acting through him or on his behalf from misusing the Cheque No. dated or any other cheques and restrain them from encashing/ bouncing or lodging any further FIR against the said cheque in any manner whatsoever.
- e). Cost of the suit may also be awarded to the Plaintiff.

f). Any other relief(s) which this Hon'ble Court may think / deem fit and proper according to circumstances of the case may also be awarded to the Plaintiff.

Karachi:

Dated: PLAINTIFF

ADVOCATE FOR THE PLAINTIFF

VERIFICATION

I, Mst SH Widow Muslim, adult, Resident of Karachi, the proprietor of plaintiff herein in the above matter do hereby solemnly affirm and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: DEPONENT

DOCUMENT FILED As per annexures.

DOCUMENTS RELIED UPON Original of the Annexures, and
all other relevant documents.

ADDRESS OF THE PARTIES As in Title.

ADDRESS FOR SERVICE OF PLAINTIFF'S COUNSEL. As in Vakalatnama.

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

M/s NMFC

Plaintiff

VERSUS

SUD

Defendant

APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION151 CPC.

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the plaintiff above-named that this Hon'ble Court may graciously be pleased to grant injunction against the defendant, thereby restraining the defendant, his agents, servants, employees, nominees, colleagues, persons, representatives, workers, attorneys and / or anybody else acting on his behalf or in his named, from and other cheques of the plaintiff, which could be arranged by the defendant through fraud and misrepresentation and also restrain them from encashing/ bouncing or lodging any FIR against these cheques, in any manner whatsoever without due course of law, and further restrain him from issuing threats, pressurizing, and harassing the plaintiff.

Ad-interim orders for maintaining the status quo are solicited.

The prayer is made in the interest of justice.

Karachi:

Dated:

Advocate for the Plaintiff

For immediate use in Court

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

M/s NMFC Plaintiff

VERSUS

SUD Defendant

AFFIDAVIT

I, Mst SH Widow i, Muslim, adult, Resident of Karachi, do hereby state on Oath as under: -

1. That I am the proprietor of the plaintiff in the above titled suit, as such am fully conversant with the facts of the matter deposed herein below.

2. That the accompanying application U/o XXXIX, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my specific instructions and the contents whereof are true and correct and the same along with contents of the memo of plaint may please be treated as part of this affidavit, for the sake of brevity.

3. That I say that I have a good prima facie case, the balance of convenience lies in my favour and until and unless my accompanying application is granted as prayed, I will be seriously prejudiced and shall suffer irreparable loss.

4. That whatever is stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -11-2023

DEPONENT

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

M/s NMFC

Plaintiff

VERSUS

SUD

Defendant

LIST OF LEGAL HEIRS

- 1.
- 2.
- 3.

In case of the death of the plaintiff, one of the above-mentioned legal heirs shall inform / intimate this Hon'ble Court.

Karachi:

Dated: -11-2023

Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

M/s NMFC

Plaintiff

VERSUS

SUD

Defendant

ADDRESS FOR SERVICE OF THE PLAINTIFF.

M/s NMFC
Through its proprietor
Mst SH Widow Karachi.

Karachi:

Dated: -11-2023

Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

M/s NMFC

Plaintiff

VERSUS

SUD

Defendant

**APPLICATION U/S 149 CPC FOR EXEMPTION OF
COURT FEE FOR THE TIME BEING**

For the reasons disclosed in the accompanying affidavit, it is prayed that this Hon'ble Court may graciously be pleased to exempt the plaintiff from Court Fee for the time being as the financial position of the plaintiff being housewife is very weak and she cannot afford to pay the same, however she undertakes and assure that the plaintiff will pay on next date of hearing the Court Fee and / or as and when her Financial Position become sound.

The application is made in the interest of justice.

Karachi:

Dated: -11-2023

Advocate for the Plaintiff.

For immediate use in Court

IN THE COURT OF SR. CIVIL JUDGE EAST AT KARACHI

Civil Suit No. / 2023

M/s NMFC

Plaintiff

VERSUS

SUD

Defendant

**AFFIDAVIT IN SUPPORT OF APPLICATION U/S 149 CPC FOR EXEMPTION
OF COURT FEE FOR THE TIME BEING**

I, Mst SH Widow of Sajjad Sultan Ali, Muslim, adult, Resident of Karachi,
do hereby state on Oath as under: -

1. That I am the proprietor of the plaintiff in the above-titled suit, as such am fully conversant with the facts of the matter deposed herein below.

2. That the accompanying application U/S 149 CPC for exemption of court fee for the time being has been drafted and filed under my specific instructions and the contents whereof are true and correct and the same along with contents of the memo of plaint may please be treated as part of this affidavit, for the sake of brevity.

3. **That** I say that I am facing hardship and financial crisis and having no adequate source of income to pay the same and also not in position to arrange

court fee for the time being and undertake to pay the same before this Honorable Court.

4. That I say that I have a good *prima facie* case, the balance of convenience lies in my favour and until and unless my accompanying application is granted as prayed, the plaintiff shall be seriously prejudiced and shall suffer irreparable loss.

4. That whatever is stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated:

Dated _____ Advocate for the Plaintiff

IN THE COURT OF SR. CIVIL JUDGE CENTRAL AT KARACHI

Civil Suit No. / 2023

JA S/o M. YA
Muslim, adult, resident of, Karachi

Plaintiff

VERSUS

1. MFL/Defendant 1
Karachi
 2. SHB/Defendant 2
, Karachi
 3. DM/Defendant 3
Karachi

4. The Bank Manager
Karachi
5. The Bank 2 Manager
Karachi
- Defendants

SUIT FOR DECLARATION, CANCELLATION OF CHEQUES, RECOVERY OF DAMAGES, PERMANENT INJUNCTION

The plaintiff above named most respectfully begs to submit her case as under: -

1. That the plaintiff is a peace loving and law-abiding citizen of Pakistan and he has been residing at the above said address along with his family and has been engaged in lawful business as such enjoys a good reputation among the business circle as well as among the general public.

2. That the plaintiff in connection with his business and to invest an amount with the defendant No.3 who was the director of the housing project namely, Karachi, has given following post-dated cheques of different amounts as a surety in lieu of purchase of some plot files of the said PCT as the said defendant No.3 were the sole responsible and introduced himself as director of the said housing scheme:-

(Copies of the cheques are filed herewith and marked as annexure P/1 to P/)

3. That it is humbly submitted that plaintiff has friendly relations with the defendant No.2 and 3 as such the plaintiff has full faith upon them that the said defendant No.2 and 3 would not misuse the said cheques and would in return gave him the plots of the said housing project. It is further submitted that the defendant No.2 and 3 promised the plaintiff to hand over the said plot files against an amount to be paid by the plaintiff to them against their valuation as per market rates.
4. That in the meanwhile the plaintiff in connection with his business in Turkey and Saudi Arabia, he used to come and go to Turkey and Saudi Arabia and thereafter he remained busy in his business. It is further submitted that due to his friendly relations with the defendant No.2 and 3 and on their assurance that they would arrange the said files for him, he did not demand for the files of the above said plots of land and cheques from them. Thereafter, despite repeated demands and requests by the plaintiff for the above said plot files to the said defendants, the defendant No.2 and 3 kept him on false hopes and promises.

(Copies of passports and visas are attached herewith and marked as annexure P/ to P/)

5. That thereafter as per promise the said defendant No.2 and 3 were required to give files of plots in the housing scheme of PCT, but they failed to accede their promise and did not give any file to the plaintiff. It is further

submitted that the said defendant No.2 and 3 have illegally and unlawfully retained the above-said cheques.

6. That defendant No.2 and 3 in the absence of the plaintiff have misused the said cheques against him in connivance with the defendant No. 1 and involved the plaintiff in a number of criminal as well as civil litigations. It is further submitted that defendant No.3 gave the above said cheques to the defendant No.1 in lieu of the amount payable by him to the said defendant No.1.
7. That the said defendant No.1 on the basis of the said cheques have lodged FIR No. registered in the year registered on and FIR No., registered on, on against the plaintiff in connivance with the defendant No.2 and 3 with malafide intention and for fulfillment of their ulterior motives and have falsely involved the plaintiff in false litigation on the basis of above said cheques which were given to the defendant No. 3 as surety in lieu of plots files of PCT but the defendant No.1 illegally and unlawfully misused the said cheques against the plaintiff and further the defendant No.1, also filed a summary suit against the plaintiff.

(Copies of the FIRs and summary suit are filed herewith and marked as annexure P/ to P/)

8. That the defendant No.1 has himself admitted in statements recorded in the above said criminal cases as well as civil cases that the said cheques were

given to him by the said defendant No. 3 and he also admitted that the defendant No.1 has invested the amount with defendant No.3 and has no direct connection with the plaintiff, which is evident by legal notice sent by the defendant No. 3 through his advocate Siddiqui Law Associates to the Defendant No.1 wherein he demanded the balance amount from the defendant No. 1.

(Copy of legal notice is attached herewith and marked as annexure P/)

9. That the defendant No.1 sent reply of above said legal notice through his duly engaged counsel on dated, wherein in para No. (h) the defendant No.1 admitted that in response thereto Mr HB, the front man of Mr DM/Defendant 3 (defendant No.2) endorsed twenty one (21) posted dated cheques of different dates worth amounting to Rs.17,550,000/- with the encashment date ended upto and paid only of Rs.2,50,000/-. The details of which are as under: -

(Copy of reply of legal notice dated is filed herewith and marked as annexure P/)

10. That it is humbly submitted that as per *Zimni* No.2 prepared by ----- of Karachi, in case FIR No. on dated, wherein it is stated that the defendant No.2 being front man of defendant No.3 has issued the said cheques as security to the defendant No.1 through a written affidavit and these cheques were blank, and the defendant No.1 was required to return the same back to the defendant No. 2 and it was also written in the said affidavit that the said

cheques are not being received for any purpose and will not be deposited in any bank. It is also admitted that the said cheques of the plaintiff were only for guarantee. It is also admitted by the defendant No.2 during further investigation that he along with defendant No.1 went to the said defendant No.3 for business purpose and invested amount in lieu of purchase of 7 plots files of PCT. It is further submitted that the defendant No.2 also admitted that the cheques of the plaintiff shall be returned by the said defendant No. 1 to the defendant No.2 but the said cheques of the plaintiff have been misused against the plaintiff by the defendant No.1 with malafide intention without giving any notice and intimation to the plaintiff knowingly very well that the plaintiff has no concerned with the said business deal of the defendant No.1 with the defendant No.2 and 3 and his cheques were misused by them for fulfillment of their ulterior motives.

(Copy of Zimni No.2 is filed herewith and marked as annexure P/)

11.That it is humbly submitted that as per statement of the defendant No.1 recorded under section 161 PPC, by of Karachi, duly signed by of PS in above case FIR, he admitted that the said dealing was made through defendant No.2 and the files of the plots were given by the defendant No.3. It is further submitted that in another statement of the defendant No.1 recorded on by ASI he stated that the defendant No.1 was not in possession of any written agreement regarding the said investment, and on demand of return of

amount invested in the above business, the said defendant No.2 gave him the said cheque of his company and one cheque of the plaintiff.

(Copies of the statements are filed herewith and marked as annexures P/ to P/)

12. That the defendant No.3 asked the plaintiff to compromise the matter in criminal case FIR No. with the defendant No. 1 and agreed to pay Rs.8,50,000/- to the plaintiff for payment to the defendant No.1 against his cheque amount in eight installment of each of Rupees one Lac by issuing such pay order from regularly after paying rupees fifty thousand to the defendant No.1 on but thereafter the defendant No.3 backed up from his promise and as such the said compromise could not be affected.

(Copy of compromise application duly signed by the defendant No.1 and the plaintiff are filed herewith and marked as annexure P/)

13. That from the averments made in the above paras, no liability can be fixed upon the plaintiff and the said cheques given by the plaintiff to the defendant No.2 and 3 as security were misused by the defendant No.1 to 3 for fulfillment of their ulterior motives and have illegally and unlawfully involved the plaintiff in false litigations based on the said cheques.

14. That it is well settled / proved that the plaintiff did not give any cheque to the defendant No.1 directly and further the plaintiff has no business links directly or indirectly in respect of PCT with the defendant No.1 to 3 and further no written agreement has been placed on record signed by the plaintiff

between any of the defendants as such the defendants No.1 to 3 have no authority to misuse the said cheques and the said cheques are liable to be canceled henceforth with.

15. That the plaintiff through his counsel sent a legal notice dated _____ to the defendants No.1 to 3 stating therein all the above facts and directed them to withdraw all the above said litigations filed by them against the plaintiff but they failed to reply the same which shows that they have nothing to disclose in rebuttal of the said claim of the plaintiff, hence this suit.

(Copies of legal notice and TCS receipts are filed herewith and marked as annexure P/ to P/)

16. That the said defendant No.1 is stranger, and the plaintiff has no concern with the said defendant No.1 and he has neither has any business connection nor any amount is outstanding against him for which he is claiming the said amount from the plaintiff against the said cheques which were given to him by the defendant No.2.

17. That the said defendants are bent upon to harass, blackmail, and threaten the plaintiff based on above said cheques which were never issued to the defendant No.1. It is further submitted that the plaintiff has time and again requested them to return these cheques to them and not to misuse the same

as they are not entitled to do so but still, they are raising illegal demands of exorbitant amounts against return of the said cheques.

18. That based on above-mentioned cheques, it is serious apprehension to the plaintiff that the said defendants would lodge false cases against the plaintiff by making forged signs on the said cheques, therefore the said cheques are liable to be canceled by this Hon'ble Court, hence this suit.

19. That due to the above said acts / omission of acts of the defendants No.1 to 3, the plaintiff suffered from mental tortures, mental agonies, physical inconvenience, financial crisis, loss of business, defamation and lost his reputation in the eyes of the society, colleagues and general public as such he is entitled to claim damages to the tune of Rs.10,000,000/- (Rupees Ten Million Only) against the defendant No.1 to 3 jointly and severally for misfeasance, nonfeasance, and malfeasance on their part.

20. That the above said FIR No., registered in the year registered on and FIR No. , registered on and the plaintiff came in the knowledge of the above FIRs in the year hence this suit is being filed within limitation period prescribed under the law.

21. That cause of action has accrued to the plaintiff, firstly on when the plaintiff issued the cheques to the defendant No.2 and 3 as surety against issuance of plot files of PCT, but they failed to give any files and retained the cheques and

secondly when the said defendant No.3 through defendant No.2 delivered the said cheques to the defendant No.1, who have misused the same against the plaintiff for filing criminal as well as civil cases against him for fulfillment of their ulterior motives and to illegally and unlawfully involved him in the above cases, thirdly when the defendant No.1 registered FIR No., in the year FIR No. on and FIR No. , on against the plaintiff and lastly on _____ when the plaintiff sent a legal notice dated _____ to the defendants but they failed to reply the same till to date and the same cause of action continues till the final disposal of instant suit as prayed.

22. That the cause of action has arisen within local limits of P.S._____, which is within the territorial jurisdiction of this Hon'ble Court.
23. That the suit is approximately valued for Rs. 2,00,00,000/- for Cancellation of cheques, Permanent Injunction and Declaration, as such prescribed Court fees is affixed herewith.

PRAYER

It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendant as follows: -

- a). To declare that acts of the defendants for cheating, defrauding, misusing of cheques and threatening for dire consequences are illegal and unlawful, and he is liable to be prosecuted according to law.
- b). To pass an order for cancellation of all cheques, which were in illegal custody of the defendants No.1 to 3 of plaintiff' account including the following cheques: -

For immediate use in Court
IN THE COURT OF SR. CIVIL JUDGE CENTRAL AT KARACHI

Civil Suit No. / 2023

JA

Plaintiff

VERSUS

MFL/Defendant 1 and Other

Defendants

**AFFIDAVIT IN SUPPORT OF APPLICATION U/S 149 CPC FOR EXEMPTION
OF COURT FEE FOR THE TIME BEING**

I, JA S/o M. YA, Muslim, adult, Resident of Karachi, do hereby state on Oath as under: -

1. That I am the plaintiff in the above titled suit, as such am fully conversant with the facts of the matter deposed herein below.
2. That the accompanying application U/S 149 CPC for exemption of court fee for the time being has been drafted and filed under my specific instructions

and the contents whereof are true and correct and the same along with contents of the memo of plaint may please be treated as part of this affidavit, for the sake of brevity.

3. **That** I say that I am facing hardship and financial crisis and having no adequate source of income to pay the same and also not in position to arrange court fee for the time being and undertake to pay the same before this Honorable Court.

4. That I say that I have a good *prima facie* case, the balance of convenience lies in my favour and until and unless my accompanying application is granted as prayed, the plaintiff shall be seriously prejudiced and shall suffer irreparable loss.

4. That whatever stated above is true and correct to the best of my knowledge and belief.

DEPONENT

HUSSAIN & SIDDIQUI

WAHEED HUSSAIN
Advocate High Court
Cell No. 0345-3329688
Ledger No. 16199/HC/Khi

MUHAMMAD MUSA SIDDIQUI
Advocate High Court
Cell No. 0345-2225882
Ledger No. 16296/HC/Khi

Office # 510, Khawaja Abid Trade Centre, City Court, Karachi

Dated : 07-07-2023

To

**1. Sub Registrar
Having office at
Saddar Town-1,
Garden, District South
Karachi.**

**2. The Mukhtarkar
Having office at
DC Office, Garden,
District South
Karachi.**

LEGAL NOTICE / INTIMATION

Dear Sir,

Under the specific instructions and on behalf of my valued client viz: Mst Shahida Khanum daughter of Ghulam Hussain Khan Niazi, Muslim, adult, resident of House No.1 KL Building, Badshahi Road, Garden West, Karachi, I have to address you as under: -

1. That my client is an edified, religious, respectable and law abiding citizen of Pakistan and is residing at the above said address and enjoying happy and harmonious life.
2. That the father of my client viz: Mr Ghulam Hussain Khan Niazi son of Ahmed Khan Niazi died on 24 March 1990. That the said deceased Ghulam Hussain Khan Niazi son of Ahmed Khan Niazi at the time of his death was the owner of an immovable Property i.e. 3GRW. KL Building House No.1, Badshahi Road, Garden West, Karachi, hereinafter referred to as the said property and the said property still existing in the name of the said deceased in the record of rights maintained by your august authority.
3. That in this regard my client has already filed a civil Suit No. 923/2022, against the other legal heirs who have illegally occupied the above said property, and the said suit is subjudice before the Honorable court of XIV-th Senior Civil Judge , South at Karachi. It is further submitted that in the above suit your august authority has already filed their written statement.
4. Whereas recently it has come in the knowledge of my client that the said persons by showing the said suit have been disposed off and they are trying to sell out

the said property to someone which is against the law as the matter is already pending before the court of law in the above suit.

5. In view of above said conspectus of facts, it is earnestly supplicated that your august authority may graciously be pleased to refrain from transferring / withheld any transfer proceeds of the above said property in favour of any person or create third party interest in respect of above said property as the matter is already pending before the court of law as mentioned above.

Thanking you in anticipation.

MUHAMMAD MUSA SIDDIQUI
Advocate High Court

Copy to:

**Mst Shahida Khanum
daughter of Ghulam Hussain Khan Niazi**

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff
son of Sheikh MIUI,
Muslim,
Karachi

Petitioner

MIUI
son of SMMI,
Muslim, adult,
Karachi

Deceased

1. National Bank of Pakistan

2. MCB Bank Limited

3. Meezan Bank Limited

Respondents

SMAH
Son of MIUI
Karachi

Objector

PETITION U/S 372 OF THE SUCCESSION ACT

The Petitioner above named begs to submit as under:-

1. That the above named deceased viz: MIUI son of SMMI, holding Muslim, adult, resident of was residing at Karachi District at the time of his death.
2. That the said deceased Mr MIUI son of SMMI has expired on at Karachi.

The Death Certificate in that behalf issued by Government of Sindh, Pakistan is filed herewith and marked as annexure "A".

3. That the said deceased was Sunny Muslim and at the time of his death, he left behind the following persons as his legal and next of kin: -

1. Mst AJ widow of
MIUI
Widow of Deceased
2. SMIUI son of
MIUI
Son /Petitioner
3. Mst AF daughter of
MIUI
Daughter
4. SMAH
Son of MIUI

Son

5. SMUA
Son of MIUI
Son

(Copy of FRC is enclosed herewith and marked as annexure B)

4. That after the death of the said deceased, due and diligent search has been made for his will but none has been found.
5. That the legal heirs have given their consent to the petitioner for obtaining the Succession Certificate. The petitioner is the son of the deceased and is entitled to a share in the estate of the said deceased.
6. That no application has been made to any court and no grant has been made for succession certificate, probate, in respect of the debts, securities or estate of the said deceased and there is no impoundment under the law to the grant of the certificate or validity thereof if it was granted.
7. That the deceased at the time of his death was maintaining bank accounts number in the following banks and amounts is also lying in the said bank accounts but the bank official despite issuance of notice failed to give detail of the said amount , detail of bank account is appended below: -

Sr. No.	Bank Name	Account No.
1.	National Bank of Pakistan	

2.	MCB Bank Limited	
3.	Meezan Bank Limited	

Copy of Legal Notice sent to the banks are filed herewith and marked as annexure C

8. That the parents of the deceased had already expired his lifetime. The petitioner is the son of the deceased.

9. That the objector above named has raised objection in filing the above petition and showed his unwillingness to appear before the NADRA authority for grant of succession certificate with respect to the amounts lying in the above said bank accounts and other assets / properties left by the deceased above name, hence this petition is being filed before this Honorable Court .

10. That the petitioner has truly set forth in annexure "D" hereto the debts in respect of which the succession certificate is applied for.

P R A Y E R

The Petitioner, therefore, prays that a Succession Certificate may be granted to the petitioner in respect of the debts, set-forth in annexure "D" filed herewith, alongwith all attending powers towards benefits.

Karachi:

Dated

Petitioner

Advocate for the Petitioner

VERIFICATION

I, SMII / Plaintiff son of MIUI, Muslim, adult, holding CNIC No., resident of Karachi, the petitioner above named, do hereby verify on oath at Karachi on this _____ day of that the facts stated in the foregoing paragraphs are true to the best of my knowledge and the legal pleas taken are true to the information taken up from my counsel which I verify believe to be true.

Karachi:

Dated: PETITIONER/DEPONENT

Documents filed: Annexure "A" to " "

Address of Service On the Petitioner : As given in the title.

Address for Service :

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff Petitioner

MIUI Deceased

National Bank of Pakistan & Others Respondents

SMAH Objector

AFFIDAVIT

I, SMII / Plaintiff son of MIUI, Muslim, adult, holding, resident of Karachi, do hereby state on oath as under:

1. That I am petitioner in the above case as such fully aware about the facts of the case. The accompanying petition has been drafted under my instructions and for the sake of brevity the contents of the same may be treated as a part of this affidavit.

2. That I say that the above named deceased viz: MIUI son of SMMI, holding CNIC No., Muslim, adult, resident o was residing at Karachi at the time of his death.

3. That I say that the said deceased Mr MIUI son of SMMI has expired on at Karachi Malir.

4. That I say that the deceased was Sunny Muslim and at the time of death, he left behind the following persons as his legal heirs and next of kin.

1. Mst AJwidow of

MIUI

Widow of Deceased

2. SMIUI son of

MIUI

Son /Petitioner

3. Mst AF daughter of

MIUI

Daughter

4. SMAH

Son of MIUI

Son

5. SMUA

Son of MIUI

Son

5. That I say that after the death of the said deceased, due and diligent search has been made for his will but none has been found.

6. That I say that the legal heirs have given their consent to me for obtaining the Succession Certificate. I am the son of the deceased and am entitled to a share in the estate of the said deceased.

7. That I say that no application has been made to any court and no grant has been made for succession certificate, probate, in respect of the debts,

securities or estate of the said deceased and there is no impoundment under the law to the grant of the certificate or validity thereof if it was granted.

8. That I state that the deceased at the time of his death was maintaining bank accounts number in the following banks, whose detail is appended below: -

Sr. No.	Bank Name	Account No.
1.	National Bank of Pakistan	
2.	MCB Bank Limited	
3.	Meezan Bank Limited	

9. That I state that all the legal heirs of the deceased have given their consent and waived the notice of this petition.

11. That whatever stated above is true to the best of my knowledge and belief.

Karachi:

Dated:

D E P O N E N T

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff Petitioner

MIUI Deceased

National Bank of Pakistan & Others Respondents

SMAH Objector

AFFIDAVIT

I, son of , holding
CNIC No. , Muslim, adult, resident of
Karachi, do hereby state on oath as under: -

1. That I am deponent of this affidavit and as such am fully aware of the facts.
2. That I say that I know the deceased Mr MIUI son of SMMI who was the father of petitioner and other legal heirs and husband of Mst Akhter Jahan, had died at Karachi on leaving behind him, five legal heirs (three sons, one widow and one daughters). To my knowledge there is no other legal heir of deceased except mentioned above.
3. That I know the petitioner, deceased and his legal heirs mentioned in the instant SMA since last 10 years.

That whatever stated above is true and correct to the best of my personal knowledge, belief and information.

Karachi.

Dated

Deponent

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff Petitioner

MIUI Deceased

National Bank of Pakistan & Others Respondents

SMAH Objector

AFFIDAVIT

I, son of , holding

CNIC No. , Muslim, adult, resident of

Karachi, do hereby state on oath as under: -

1. That I am deponent of this affidavit and as such am fully aware of the facts.

2. That I say that I know the deceased Mr MIUI son of SMMI who was the father of petitioner and other legal heirs and husband of Mst Akhter Jahan, had died at Karachi on leaving behind him, five legal heirs (three sons, one widow and one daughters). To my knowledge there is no other legal heir of deceased except mentioned above.

3. That I know the petitioner, deceased and his legal heirs mentioned in the instant SMA since last 10 years.

That whatever stated above is true and correct to the best of my personal knowledge, belief and information.

Karachi.

Dated

Deponent

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff Petitioner

MIUI Deceased

National Bank of Pakistan & Others Respondents

SMAH Objector

SCHEDULE OF DEBTS AND SECURITIES BELONGING TO THE DECEASED
MIUI SON OF SMMI

That the deceased at the time of his death was maintaining bank accounts number in the following banks and amounts is also lying in the said bank accounts, detail of bank account is appended below: -

Sr. No.	Bank Name	Account No.
1.	National Bank of Pakistan	
2.	MCB Bank Limited	
3.	Meezan Bank Limited	

Karachi:

Dated:

Petitioner

Advocate for the Petitioner

AFFIDAVIT OF NON MARRIAGE

I, Mst AJ widow of MIUI holding CNIC No., Muslim, adult, resident of Karachi , do hereby state on Oath as under:

1. That I am the deponent of this affidavit as such am fully conversant with the facts stated herein.
2. That I say that I am the widow of deceased MIUI son of SMMI, holding
3. That I say that my deceased husband was expired on and left behind me as one of his legal heirs.
4. That I say that I never remarried after the death of my said husband upto now and not in future I have decided to remarry.
5. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi;
Dated:

DEPONENT.

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff Petitioner

MIUI Deceased

National Bank of Pakistan & Others Respondents

SMAH Objector

AFFIDAVIT

I, Mst Ajwidow of MIUI holding Muslim, adult, resident of Karachi, do hereby state on oath as under:

1. That I am widow of the deceased MIUI son of SMMI, as his legal heir I am fully conversant with the facts of the case.

2. That I state that I being a legal heir of the deceased MIUI son of SMMI, waived the notice of this petition as the same has been filed with my consent.

3. That I state that the petitioner is my son as well as son of the deceased and I am sure that the petitioner will do justice to me and he will safe my interest.

4. That I have no objection if the Succession Certificate granted to the petitioner without any security or surety.

That whatever stated above is true to the best of my knowledge and belief.

Karachi.
Dated

D E P O N E N T.

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff Petitioner

MIUI Deceased

National Bank of Pakistan & Others Respondents

SMAH Objector

A F F I D A V I T

I, Mst AF daughter of MIUI holding CNIC No. Muslim, adult, resident of Karachi, do hereby state on oath as under:

1. That I am daughter of the deceased MIUI son of SMMI, as his legal heir I am fully conversant with the facts of the case.
2. That I state that I being a legal heir of the deceased MIUI son of SMMI, waived the notice of this petition as the same has been filed with my consent.
3. That I state that the petitioner is my brother and son of the deceased and I am sure that the petitioner will do justice to me and he will safe my interest.
4. That I have no objection if the Succession Certificate granted to the petitioner without any security or surety.

That whatever stated above is true to the best of my knowledge and belief.

Karachi.
Dated

D E P O N E N T.

**IN THE COURT OF DISTRICT JUDGE MALIR AT KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

SMII / Plaintiff Petitioner

MIUI Deceased

National Bank of Pakistan & Others Respondents

SMAH Objector

AFFIDAVIT

I, SMUA son of MIUI holding Muslim, adult, resident of Karachi, do hereby state on oath as under:

1. That I am son of the deceased MIUI son of SMMI, as his legal heir I am fully conversant with the facts of the case.

2. That I state that I being a legal heir of the deceased MIUI son of SMMI, waived the notice of this petition as the same has been filed with my consent.

3. That I state that the petitioner is my brother and son of the deceased and I am sure that the petitioner will do justice to me and he will safe my interest.

4. That I have no objection if the Succession Certificate granted to the petitioner without any security or surety.

That whatever stated above is true to the best of my knowledge and belief.

Karachi.

Dated

D E P O N E N T .

Mst AS
WD/O, MS,
Karachi

Petitioner

MS S/o,
Muslim, adult, Karachi

Deceased

PETITION UNDER SECTION 372
OF THE SUCCESSION ACT

The Petitioner above named begs to submit as under:-

1. That the above named deceased viz: Mr MS S/o, Muslim, adult, resident of Flat No:Karachi District Central.
2. That the said deceased Mr MS S/o, , has expired on 26th at Karachi and lastly resided at above said address in the district of Karachi Central.

(Copy of Death Certificate is filed herewith and marked as annexure A)

3. That the said deceased was Sunny Muslim and at the time of his death, he left behind the following persons as his legal and next of kin. It is further submitted that the below mentioned at serial No. 4 & 5 are daughters of the deceased who are minors.

(Copies of FRC, CNICs and B Form are enclosed herewith and marked as annexure B/1 to B/)

4. That after the death of the said deceased, due and diligent search has been made for his will but none has been found.

5. That the legal heirs have given their consent to the petitioner for obtaining the Succession Certificate. The petitioner is the widow of the deceased and is entitled to a share in the estate of the said deceased.
6. That no application has been made to any court and no grant has been made for Succession Certificate, probate, in respect of the debts, securities or estate of the said deceased and there is no impediment under the law to the grant of the Succession Certificate or validity thereof if it was granted.
7. That the deceased was employee as a Regional Therapy Supply Chain Lead at Pakistan Limited and has some outstanding dues, gratuity and other pensionary benefit against the said authority. The petitioner has approached the said authority for provisioning of the said benefits / due/ gratuity etc. from the said authority but the said authority has directed the petitioner to produce succession certificate from the competent authority for release of the said funds / dues etc from the said Pakistan Limited and further the said company issued a letter dated wherein disclosed that an amount of Rs. 29,865,874/- is payable toward the deceased.
8. That the parents of the deceased are still alive and their particulars are mentioned in para No.3 as they are also surviving legal heirs of the deceased. The petitioner is the widow of the deceased.

9. That the petitioner has truly set forth in annexure "E" hereto the assets / debts in respect of which Succession Certificate is applied for.

10. That the petitioner has applied before NADRA Succession Certificate Facilitation Unit for issuance of Letter of Administration / Succession Certificate in respect of above said accounts / funds / property owned by the deceased, which was returned due to factual controversies and NADRA authority also issued Decline Certificate in this behalf.

(Copy of Decline Certificate issued by NADRA authority is attached herewith and marked as annexure F)

P R A Y E R

It is therefore prayed that this Honorable Court may graciously be pleased to grant Letter of Administration and Succession Certificate may be granted to the petitioner in respect of the debts, set-forth in annexure "E" filed herewith, alongwith all attending powers towards benefits.

Karachi:

Dated

Petitioner

Advocate for the Petitioner

VERIFICATION

I, Mst AS WD/O, MS, D/O., Muslim, adult resident of Karachi, the petitioner above named, do hereby verify on oath at Karachi on this _____ day of that the facts stated in the foregoing paragraphs are true to the best of my knowledge and the legal pleas taken are true to the information taken up from my counsel, which I verify believe to be true.

Karachi:

Dated:

PETITIONER/DEPONENT

Documents filed:

Annexure "A" to " "

Address of Service On the Petitioner : As given in the title.

Address for Service :

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS

Petitioner

MS

Deceased

AFFIDAVIT

I, Mst AS WD/O, MS, D/O,, Muslim, adult resident of Karachi, do hereby state on oath as under:

1. That I am petitioner in the above case as such fully aware about the facts of the case. The accompanying petition has been drafted under my instructions and for the sake of brevity the contents of the same may be treated as a part of this affidavit.

2. That I say that the deceased viz: Mr MS S/o, , Muslim, adult, resident of Flat No: at Karachi District Central.

3. That I say that the said deceased Mr MS S/o, , has expired on at Karachi and lastly resided at above said address in the district of Karachi Central.

4. That I say that the deceased was Sunny Muslim and at the time of death, he left behind the following persons as his legal heirs and next of kin: It is further

submitted that the below mentioned at serial No. 4 & 5 are daughters of the deceased who are minors.

5. That I say that after the death of the said deceased, due and diligent search has been made for his will but none has been found.

6. That I say that the legal heirs have given their consent to me for obtaining the Succession Certificate. I am the widow of the deceased and am entitled to a share in the estate of the said deceased.

7. That I say that no application has been made to any court and no grant has been made for Succession Certificate, probate, in respect of the debts, securities or estate of the said deceased and there is no impoundment under the law to the grant of the certificate or validity thereof if it was granted.

8. That I say that the deceased was employee as a Regional Therapy Supply Chain Lead at M/s Pakistan Limited and has some outstanding dues, gratuity and other pensionary benefit against the said authority. The petitioner has approached the said authority for provisioning of the said benefits / due/ gratuity etc. from the said authority but the said authority has directed the petitioner to produce succession certificate from the competent authority for release of the said funds / dues etc from the said M/s Pakistan Limited and further the said

company issued a letter dated wherein disclosed that an amount of Rs. 29,865,874/- is payable toward the deceased.

9. That I state that all the legal heirs of the deceased have given their consent and waived the notice of this petition.

10. That whatever stated above is true to the best of my knowledge and belief.

Karachi:

Dated: DEPONENT
CNIC No.
Cell No.

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS Petitioner

MS Deceased

**SCHEDULE OF DEBTS AND SECURITIES BELONGING
TO THE DECEASED MR MS
SON OF**

Outstanding Dues, Pensionary Benefits, Gratuity and / or any other amount lying with M/s Pakistan Limited against the Deceased Mr MS son of Shuja udin being its employee.

Total Value: Rs. 29,865,874/-

(Rupees Two Crore, ninety eight lac, Sixty Five Thousand eight hundred and seventy four only)

Karachi:

Dated: Petitioner

Advocate for the Petitioner

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS

Petitioner

MS

Deceased

AFFIDAVIT

I, SUson ofMuslim, adult, resident of House N Karachi, do herby state on oath as under: -

1. That I am father of the deceased Mr MS S/o, as one of his legal heir I am fully conversant with the facts of the case.
2. That I state that I, being a legal heir of the deceased Mr MS S/o, , waived the notice of this petition as the same has been filed with my consent.
3. That I state that the petitioner is my daughter in law and widow of the deceased and I am sure that the petitioner will do justice to me and he will safe my interest.
4. That I have no objection if Succession Certificate granted to the petitioner without any security or surety.

That whatever stated above is true to the best of my knowledge and belief.

Karachi.
Dated

DEPONENT
CNIC No. 42101-5348361-5

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS Petitioner

MS Deceased

AFFIDAVIT

I, Mst ZS wife of SU , holding Muslim, adult, resident of House No. Karachi, do hereby state on oath as under: -

1. That I am mother of the deceased Mr MS S/o, as one of his legal heir I am fully conversant with the facts of the case.
2. That I state that I, being a legal heir of the deceased Mr MS S/o, , waived the notice of this petition as the same has been filed with my consent.
3. That I state that the petitioner is my daughter in law and widow of the deceased and I am sure that the petitioner will do justice to me and he will safe my interest.
4. That I have no objection if Succession Certificate granted to the petitioner without any security or surety.
5. That whatever stated above is true to the best of my knowledge and belief.

Karachi.
Dated

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS

Petitioner

MS

Deceased

**APPLICATION UNDER ORDER XXXII C.P.C.
FOR APPOINTMENT OF GUARDIAN AD-LITEM**

For the reasons as disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the petitioner as well as legal heirs of deceased abovenamed that this Hon'ble Court may graciously be pleased to appoint the petitioner as guardian ad-litem of the following minors, as the said petitioner is real mother of the minors:

(Copy of B Form issued by NADRA is attached herewith and marked as annexure A.)

Prayer is made in the larger interest of justice.

Karachi:

Dated: -06-2023

Advocate for the Petitioner.

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS

Petitioner

MS

Deceased

AFFIDAVIT IN SUPPORT OF APPLICATION U/S XXXII C.P.C..

I, Mst AS WD/o MS, D/o, Muslim, adult resident of, Karachi, do hereby state on Oath as under: -

1. That I am deponent of this affidavit and one of the legal heirs in the above case as such I am well conversant with the facts of the case.
2. That the accompanying application U/s XXXII CPC has been drafted and filed under my instructions, the contents whereof are true, so for the sake of brevity and to avoid repetition the same may also be treated as a part of this affidavit.
3. That I say that the minors are my real daughters and being minors they are not capable to file their affidavit of No Objection for the grant of required succession certificate in favour of the petitioner and as such the instant application has been filed.
4. That I say that I have no interest adverse to the interest of the said minors in any manner whatsoever.

5. That I say that unless the accompanying application is granted, I as well as the other legal heirs of the deceased shall be seriously prejudiced.

Whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -06-2023

DEPONENT

AFFIDAVIT OF NON MARRIAGE

I, Mst AS WD/O, MS, D/O., Muslim, adult resident of Flat Karachi, do hereby state on Oath as under: -

1. That I am the deponent of this affidavit as such am fully conversant with the facts stated herein.
2. That I say that I am the widow of Mr MS S/o, I, who was died / expired on. Photocopy of Death Certificate is enclosed herewith.
3. That I say that after the death of my deceased husband above-named, I never remarried till now and not in future I have decided to remarry.
4. That I further say that during the life time of deceased, he only married with me and no other marriage took place of the deceased, hence I and my children are only the legal heirs of the deceased.

5. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi;

DEPONENT.

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS

Petitioner

MS

Deceased

APPLICATION U/R 14 SINDH CIVIL COURT RULES

For the reason disclosed herein the accompanying affidavit, it is respectfully prayed on behalf of the petitioner above-named, that this Hon'ble Court may graciously be pleased to entertain the matter as on urgent motion, in the vacations, as it is in the larger interest of justice.

Prayed accordingly.

Karachi:

Dated: -06-2023 Advocate for the Petitioner

For immediate use in Court

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS Petitioner

MS Deceased

AFFIDAVIT

I, Mst AS WD/O, MS, D/O, Karachi, do hereby state on Oath as under:

1. That I am deponent of this affidavit as well as plaintiff in the above matter, as such fully conversant with the facts of the accompanying application.
2. That the accompanying application **U/R 14 SINDH CIVIL COURT RULES** has been drafted and filed under my specific instructions, contents whereof are true and correct to the best of my knowledge and the same may please be treated part and parcel of this affidavit, for the sake of brevity.
3. That I say that I am widow of deceased and have two minors daughters to look after them and after the death of the deceased, I am facing hardship / financial crisis as such, hence this urgent application before this Hon'ble Court with prayer to admit my petition in the vacations.
4. That I say that unless the accompanying application U/s 14 of Sindh Civil Court Rules R/w Section 151 CPC is granted I shall be seriously suffer and irreparable loss.
5. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated:

DEPONENT

**IN THE COURT OF DISTRICT JUDGE AT KARACHI CENTRAL
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2023

Mst AS

Petitioner

MS

Deceased

INDEX

Sr. No.	Documents	Annexure	Page
1.	Copy of the petition along with supporting affidavit.	-----	
2.	Copy of Death Certificate	A	
3.	Copies of FRC, CNICs and B Form	B/1 to B/	
4.	Copy of letter issued by M/s Pakistan Limited duly signed by Ms Mariam Siraj HR Transactions and Effectiveness Lead and Saqib Mansoor, HR Advisor, of his employment at Pakistan Limited	C	
5.	Copy of Decline Certificate issued by NADRA authority	F	
6.	Affidavit of No Objections of LRs.		
7.	Affidavit of Witnesses		

8.	No Marriage Certificate		
9.	Application Under Section 14 of Sindh Civil Court Rules along with affidavit.		
10.	Application Under Section XXXII CPC along with affidavit.		
11.	Vakalatnma		

Karachi:

Dated: Advocate for the Petitioner

1. Mst ZFK / Plaintiff 1

2. MFK / Plaintiff 2

Both Muslims, Adults, Karachi

Through their attorney

MR, Karachi

Applicants

VERSUS

1. AM son of PM

Muslim, adult, resident

2. AM s/o AM

3. Mst NO D/o PM

4. AW s/o H

5. K s/o H

6. Mst MT d/o H

7. Mst KH d/o H

8. Mst. P d/o H

9. AG s/oDP

10. SH s/oDP

11. AN s/oDP

12. MSO s/oDP

13. Mst SG d/oDP

14. Mst RB d/oDP

15. Mst NB d/oDP

16. SO d/oDP

All resident Karachi

17. Sub Registrar,
Karachi

18. Assistant Co
Karachi

19. Mukhtiarkar
Karachi

REVISIONAL APPLICATION UNDER SECTION 115 C.P.C.

Being aggrieved and dissatisfied with the Order dated by the learned 1st Senior Civil Judge, at Karachi, (respondent No.18) in Civil Suit No., (AM Vs Mst Z & Other) whereby the learned Judge was pleased to dismiss the application under section 12(2) CPC, filed by the Applicants against judgment and decree

dated respectively. The Applicants prefer this Application on the following facts and grounds amongst others :-

FACTS

1. That the facts of the case are that the plaintiff is real owner of the survey land having survey No.24, measuring 10-Acres and 26 Ghuntaz from total area of 21 acres and 12 Ghuntas, survey No.25, measuring 02-Acres and 44 Ghuntas from total area 04-Acres and 09 Ghuntas, and survey No.28, measuring 39-Ghuntes and 20 walls from total area 14 acres and 29 ghuntas situated at Karachi. Thus total area 13 Acres 394, Ghuntas comes in the ownership of plaintiff from above survey numbers. The land was actually purchased by the plaintiff's grandfather namely IS s/o H on vide Entry No.7. The land was purchased on 50% share from Survey No.24, (21-12), 50% share from survey No. 28 (14-29) situated at Karachi. After death of plaintiff's grandfather on was changed vide entry No.35, in the name of his legal heirs namely (1) DD s/o IS (2) AB s/o IS. That AB s/o IS was died, he leaving behind one legal heir namely DD s/o IS who was his brother. The Fotikhata was kept in his brother's name DD s/o IS vide entry No.36. Thus he becomes owners of the land of his father measuring 17 acres 26 Ghuntas. That DD was also died he left behind his legal heir namely DM. That DM also died on, in the name of legal heir namely PM son of DD vide entry No.37. That DM also died leaving behind 02

sons namely PM son of DM and DD s/o DM, on dated. Fotikhata was changed in the names of his legal heirs namely PM S/o DM and DD s/o DM vide Entry No.38. That after PM S/o DM was alas died he left behind 03 legal heirs namely (i) H S/o PM (ii) NO d/o PM and (iii) AM s/o PM. On, Foti Khata was changed in name of his legal heirs vide Entry No.39. Thus they became owner of 08 acres 33 Ghuntas from survey No.24, 25, and 28. After that Mr NS s/o PM was died leaving behind 05 legal heirs namely (1) AW s/o H (2) K s/o H (3) KH d/o H (4) P d/o H and (5) MT d/o H. On dated Fotikhata was changed in the names of his legal heirs above mentioned vide entry No.41, thus they became the owner of 03 acres 21 Ghuntas from survey Nos.25, 26, and 28. After that DP s/o DD was also died leaving behind 08 legal heirs namely (1) AG (2) Sharif (3) AN (4) MSO (5) SG (6) Raza Bibi (7) NB and (8) Sona, all sons and daughters of DP. On dated 26.09.2014, the Foti Khata was changed in the names his legal heirs above mentioned vide entry No.42. Thus they became the owner of 08 acres 33 ½ Ghuntas. On, the above said respondents from serial No.3 to 16 made a sale agreement through their special power of attorney respondent No.2 with the plaintiff to sale their respective shares from survey No.24 & 25 of Karachi against total sale consideration Rs.390,000/- and the possession was already with the plaintiff and at the same name date of agreement part payment of sale consideration was given to the respondents through their attorney respondent No.2. It is very important to mention here that it was decided between the attorney of

respondents No.2 to 16 and plaintiff in the agreement that when plaintiff will pay the remaining amount of sale agreement, the attorney of the respondents will get the sale agreement registered. On, the respondent No.2, to 16 presented General power of attorney before respondent No.[Sub-Registrar Gadap Town) vide No. between 03 to 04 pm and microfilming fees Rs.400/- was also paid vide receipt No dated, then after the fulfilling all the conditions for registration of general power of attorney the same was registered on dated, vide No. 60 book No.12, and microfilming made on dated. It is very important to mention her that at the time of presenting the General power of attorney whole legal heirs were present at the office of respondent No.10, (Sub-Registrar) and all respondents from S.No.2 to 16 fixed their signatures and thumb Impression on the General Power of attorney and they have the consent before the sub-registrar. After that above said respondents from serial 3, to 16 through the power of attorney respondent No.2, got registered the sale deed. On, in the name of respondent No 1, which was presented dated and was registered on dated, vide registration No.before respondent No.17, (Sub-Registrar Gadap) and Microfilming was made on, vide M.F Roll No.. That after respondent No.1 enquired about the matter and came to know that appellant No.2, got the sale deed registered fraudulently, with misrepresentation and thereafter got the above said land entered in their names in the record of rights with collusion of respondents No.17, 18 & 19. That appellant No.1, got registered a sale deed on dated, and from the

perusal of the sale deed dated, that it is mentioned that the appellant No.1, purchased said land from respondent No.2, to 16 and as well as, from respondent No.1 of their respective shares but prior to this the respondent No.3, to 16 on dated gave general power of attorney on to the respondent No.2, of their above said land. After that on dated respondent No.2, sold out the land to the respondent No.1 against total consideration sale of Rs.790,000/- and respondent No.1 paid respondent No.03 to 16 through respondent No.2, (General power of attorney). Moreover it was decided between the respondent No.2, and the plaintiff that when plaintiff will pay remaining amount, the respondent No.3, to 16 will get the land registered through their general power of attorney. On the same date the possession of above said land was given to the respondent No.1. On, respondent No.2, to 16 presented general power of attorney before respondent No.17, (sub-Registrar) for registration and power was registered on, vide registration No.66 Book N.12, and M.F Roll No. The respondent No.2, got registered the sale deed in the favour of respondent No.1 and the same was presented before respondent No.17, on dated vide entry No.814, and same was kept adjourn for want of verification and Town Tax. After verification NOC for sale vide letter No. Karachi, dated, same was registered on The applicant No.2 got registered sale deed in his wife's name fraudulently and misrepresentation with collusion of respondents No.17, 18 & 19. From the perusal of registered sale agreement which was executed by respondent No.2 to 16 and as well as

by the respondent No.1 on in respect of their shares and presented on before respondent No.15 (Sub-Registrar and kept adjourn till. Moreover it is very important to mention here that applicant No.1's admission was recorded by the respondent No.18 on , and then on dated and sale deed was registered vide Register No. M.P Koll No, dated. After verification letter No. of dated. Then respondent No.20, kept entry No.73 on dated applicant No.1's name. The respondent No.19 has sent fake verification letter No. dated concealing the fact that NOC was issued in favour of attorney (respondent No.2) of the respondent No.3 to 16 on dated The applicant No.2, got the sale deed registered of open agricultural land admeasuring 12 acres 04 ghuntas and 55 walls from survey No.24 & 25 Karachi fraudulently, misrepresentation and with collusion of respondent No. 17, 18 & 19. That the respondent NO.1 went on dated to the respondent No.17, alongwith respondent No.2, to 16 for selling the survey No.28, of Karachi and the respondent No.17, gut their thumb impression and signatures upon many documents. It is very important to mention here that to vendor for paying remaining amount of sale deed when it will be registered but vendee did not payment in respect of survey No.28. The NOC for sale was sued in favour of AM who is attorney of respondents No.3, to 16 Once the power of Attorney registered in the name of respondent No.2, the respondent No.3, to 16 cannot sale the property without prior to cancellation of general power of attorney of respondent No.2. Hence the respondent No.1 prays as follows:

- a) To declare that the respondent No.1 is lawful and real owner of the property and declare the registered sale deed dated is genuine and registered sale deed of applicant No.1 of dated
- b) To direct the respondent No.17 to cancel the registered sale deed of applicant No.1, of dated, which was taken fraudulently?
- c) To direct the respondent No.19 to cancel the entry No.73 dated of applicant No.1, from the record of rights which was taken fraudulently.
- d) To direct the respondent No.19 not to issue any NOC for sale of the disputed property to the applicant No.1 & 2 or any person regarding the survey No.24 & 25 till the final decision of instant suit.
- e) To restrain the applicant No.1 to 2 their agents, companions, assignees, representatives, acting their behalf, attorney not to take any coercive action and not to make hindrance to the plaintiff and not to make take possession without due course of law.
- f) Any other relief or relieve which this Honorable Court may deem fit and proper.
- g) Cost of the suit.

(Copy of plaint along with annexure is filed herewith and marked as annexure A/)

2. The respondents No.2 to 16 submitted their statement, in the plaint, while admitting the facts averred in the plaint. They did not oppose the submission given in plaint. Their statement is almost based on admission. However, applicant No.1,2 and respondent No. 3 & 6 have not seen to be interested to

contest the case' as they did not file their written statement though they were served. They were, therefore debarred from filing the written statements.

3. That since the applicant No.1 and 2 was not duly served through any mode of services and as such they could not appear before the learned trial court and filed their written statement in rebuttal of the claim of the respondent No.1.
4. That upon known the facts regarding the above said filing of suit and passing of ex parte- against in favour of respondent No.1 and against the applicant No.1 and 2 as ex parte, the applicant No.1 and 2 through their attorney filed an application under section 12(2) CPC on for seeking setting aside judgment and decree dated respectively in above suit No.. Notice of the application was extended to respondent No.1 and counter affidavit was filed by the respondent No.1.
5. That the applicants stated true and correct facts in the above application and stated that the learned trial court did not advert to this very fact that prior to the registration of General Power of Attorney dated/ Microfilming dated, in favour of respondent No.2 from respondent No.3-16 and then the Sale Deed dated / Microfilming dated in favour of the respondent No.1 / plaintiff of the suit from defendant No.2, valued at Rs.3,90,000/-, **the applicant No.1 has already got registered Sale dated/Microfilming dated, valued Sale Rs.500,000/- of open Agricultural Survey Land area = 12-04-55 Acres**

from Survey Nos. 24= (21-12) & 25= (04-09) i, Karachi in her favour transparently and since the said respondents have no right , title or authority in their favour in respect of the suit property for registration of General Power of Attorney dated/Microfilming dated in favour of the respondent No.2 from respondent No. 3 to 16 and consequently registration of sale deed by the respondent No.2 dated/ Microfilming dated in favour of the respondent No. 1 has no worth and value in the eye of law as he has no lawful power/ authority to transfer the same as his General Power of Attorney on the basis of which he registered is already defective one.

6. It is further submitted that no *Vakalatnama* was filed from the side of defendant No.1 and 2 and as per judgment they both were barred from filing written statements and ex parte judgment was passed against them as the applicants were not been duly served as such the above said judgment / decree was passed against them, which is illegal and unlawful and is liable to be set aside and without participation of the applicants in the trial of the above suit. Further, the misjoinder of the party/applicant No.2 who have no concern with this case. And it is pertinent to mention here that the vital respondent No. 2 is the real son of the respondent No.1.
7. To not to peruse the appended documents properly and without getting the minutes from the Sub-Registrar concerned/ respondent No. 17 and defendant

No.19/ Mukhtyarkar Gadap Town, Malir, Karachi the final judgment which is absolutely missing in the present case rendering the judgment and decree as nullity in the eyes of law and it is a misrepresentation of the facts committed by the Court itself as certain duties are casted upon the court and no one should be suffered on account of errors and omissions on the part of the Court, and it is the Cardinal Principal of Administration of justice.

8. That in this view of the matter, despite of the fact that no appeal is preferred upon the judgment and decree of this Hon'ble Courted dated that this Hon'ble Court may be pleased to set aside and recall it judgment and decree and at the first instance be pleased to consider the planning of the plaintiff which he made in the manner that first with the aid of the defendants No.2 to 16 filed this captioned suit and then got the collusive & Consent Decree' in his own favour. No notice ever has been served over Applicants.
9. Respondents committed fraud and serious misrepresentation and if this Hon'ble Court may not judge these factors and failure to do so shall render the judgment as ineffective, inoperative and of no consequences or affect whatsoever, as it is the abundant duty of the Hon'ble Court itself to apply its judicial mind to the facts and circumstances of the case. **HENCE THIS REVISION APPLICATION ON THE FOLLOWING AMONGST OTHER GROUNDS:**

(Copies of the application under section 12(2) CPC, counter affability and rejoinder are filed herewith and marked as annexure A/ to A/)

GROUNDs

1. That the impugned order dated passed by learned trial court, is illegal, defective, invalid, void, perverse and is against principles of natural justice, thus is liable to be set aside.
2. That the Honorable Court has passed the order in haste and has ignored the contention of Applicants.
3. That it is well settled principle of law that no one could be suffered from the acts of the other and condemn unheard due to misdeed / negligence of other as in this case, the applicants have suffered due to not properly pursued their matter and their fundamental and proprietary rights have been infringed and interference of this Honorable Court is very much inevitable for just decision of the case.
4. It is settled principle of law that no one should be condemned unheard, such harsh orders for cancelling the sale deed of the applicants which serious prejudice the right of the applicants, in this regard, it is pertinent to mention that where the personal rights of a party are involved, then they must be given an opportunity to explain their position and hence, the exercise done by the

learned trial Judge is beyond the scope of Article 199 of the Constitution and is of no consequence whatsoever as it is practically impossible for the applicants to meet or a heavy magnitude and hence are still resorting to the jurisdiction of the court and knocking the doors of justice for the redressal of their grievances.

5. That it is well settled law that the matter may be decided on merit instead of knocking down on the basis of technicalities and unless the impugned order is dismissed the applicants shall suffer irreparable loss for loss of their long life saving earnings and shall also deprived them from their owned land being only shelter for their families.
6. That the learned trial court has failed to consider that the respondents have concealed the real facts and not come to court with clean hands and as such the respondents are not entitled for any relief from the court. Under the said circumstances, the learned trial court ought to allow the applicant's application and dismiss the suit.
- 7. That the learned trial court has failed to consider that the applicant No.1 has already got registered Sale Deed dated /Microfilming dated , valued Sale Rs.500,000/- of open Agricultural Survey Land area = 12-04-55 Acres from Survey Nos. 24= (21-12) & 25= (04-09) in Karachi in her favour transparently and since the said**

respondents have no right , title or authority in their favour in respect of the suit property for registration of General Power of Attorney dated in favour of the respondent No.2 from respondent No. 3 to 16 and consequently registration of sale deed by the respondent No.2 dated/ Microfilming dated in favour of the respondent No. 1 has no worth and value in the eye of law as he has no lawful power/ authority to transfer the same as his General Power of Attorney defective one.

8. That it is submitted that no **Vakalatnama** was filed from the side of defendant No.1 and 2 and as per judgment they both were barred from filing written statements and ex parte judgment was passed against them as the applicants were not been duly served as such the above said judgment / decree was passed against them, which is illegal and unlawful and is liable to be set aside and without participation of the applicants in the trial of the above suit. Further, the misjoinder of the party/applicant No.2 who have no concern with this case. And it is pertinent to mention here that the vital respondent No. 2 is the real son of the respondent No.1.
9. To not to peruse the appended documents properly and without getting the minutes from the Sub-Registrar concerned/ respondent No. 17 and defendant No.19/ Mukhtyarkar Gadap Town, Malir, Karachi the final judgment which is absolutely missing in the present case rendering the above said order and judgment and decree as nullity in the eyes of law and it is a misrepresentation

of the facts committed by the Court itself as certain duties are casted upon the court and no one should be suffered on account of errors and omissions on the part of the Court, and it is the Cardinal Principal of Administration of justice.

10. That in this view of the matter, despite of the fact that no appeal is preferred upon the judgment and decree of this Hon'ble Courted dated that this Hon'ble Court may be pleased to set aside the impugned order and at the first instance be pleased to consider the planning of the respondent No.1 which he made in the manner that first with the aid of the defendants No.2 to 16 filed the suit and then got the collusive & Consent Decree' in his own favour. No notice ever has been served over Applicants.
11. That it is humbly submitted respondents committed fraud and serious misrepresentation and if this Hon'ble Court may not judge these factors and failure to do so shall render the judgment as ineffective, inoperative and of no consequences or affect whatsoever, as it is the abundant duty of the Hon'ble Court itself to apply its judicial mind to the facts and circumstances of the case and in the series of the said judgment, the learned trial court has passed the impugned order, which is liable to be set aside.
12. That Applicant craves leave to raise further grounds at the time of hearing.

PRAYER

It is therefore, prayed that this Honorable Court may be pleased to set aside the impugned order dated 27-11-2023 passed by the learned 1st Senior Civil Judge, Malir at Karachi, and keeping in view the principles of natural justice, equity and good conscious.

That any other, further, better or ancillary relief which this court may deem fit and proper under the circumstances of the matter and be pleased to grant the same.

APPLICANT THROUGH ATTORNEY

KARACHI:

ADVOCATE FOR THE APPLICANT

VERIFICATION

I, MR S/o n, Muslim, adult, resident of Karachi, the attorney of the applicants above named, do hereby verify on oath at Karachi on this _____ day of January,, that whatever stated above is true and correct to the best of my knowledge and belief.

(Copy of Power of Attorney is annexed herewith as Annexure A).

DEPONENT

For immediate use in Court

On behalf of the Applicant

IN THE COURT OF DISTRICT AND SESSION JUDGE MALIR AT KARACHI

Civil Revision Application No. of 2024

Mst ZFK / Plaintiff 1 & Another Applicants

VERSUS

AM & Others Respondents

AFFIDAVIT IN SUPPORT OF REVISIONAL APPLICATION

I, MR S/o , Muslim, adult, R/o Karachi, duly constituted Attorney of applicants, do hereby state on oath as under:-

1. That I am deponent of this affidavit and attorney of the applicants above named as such am fully conversant with the facts of the matter.
2. That I say that the contents of the accompanying Revisional Application be treated as forming part of this Affidavit and contents thereof are true and correct not repeated herein for the sake of brevity.
3. That in view of the facts and circumstances, the applicant are seeking the immediate indulgence and interference of this Honorable Court and pray that this Honorable Court under the Revisional Jurisdiction to be pleased to call for the legality, propriety and correctness of the orders impugned, thereby calling

into question the fate of the orders in constitutional side for which there are judgments that the same shall be sparingly exercised.

4. That I say that until and unless the accompanying Revision Application is granted, as prayed, the applicant shall be seriously prejudiced.
5. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: _____ January, 2024

DEPONENT

IN THE COURT OF DISTRICT AND SESSION JUDGE MALIR AT KARACHI

Civil Revision Application No. of 2024

Mst ZFK / Plaintiff 1 & Another Applicants

VERSUS

AM & Others Respondents

**APPLICATION UNDER XXXIX RULES 1
AND 2 C.P.C, R/W SECTION 151 C.P.C**

For the reasons disclosed and grounds stated in the accompanying affidavit it is respectfully prayed on behalf of the Applicant abovenamed that this Honorable Court may graciously be pleased to stay and suspend the operation of impugned order dated and judgment dated and decree dated passed in Civil Suit

No. by the respondent No. 20, and execution proceedings in the Court of Learned 1st Senior Civil Judge Malir at Karachi till disposal of this Revision Application at hand.

That since the precious civil rights of the applicants are at stake on account of huge magnitude loss for which under the rules of prudence, **HENCE THIS APPLICATION FOR GRANT OF STAY.**

Ad-Interim Orders in terms of the above prayers are solicited.

This prayer is made in the interest of justice.

Karachi:

Dated: __ January 2024 Advocate for the Applicants
IN THE COURT OF DISTRICT AND SESSION JUDGE MALIR AT KARACHI

Civil Revision Application No. [REDACTED] of 2024

Mst ZFK / Plaintiff 1 & Another Applicants

VERSUS

AFFIDAVIT

I, MR S/o, Muslim, adult, R/o Karachi, duly constituted Attorney of applicants,
do hereby state on oath as under:-

1. That I am deponent of this affidavit and attorney of the applicants above named as such am fully conversant with the facts of the matter.
2. That the accompanying application under Order XXXIX Rules 1 and 2, has been prepared under my instructions and for the sake of brevity, its contents as well as the contents of the main Revision Application may be read as part and parcel of this affidavit.
3. That the Applicant has a strong *prima facie* case and the balance of convenience is also in Applicant's favour.
4. That I say that until and unless the accompanying application is granted, I shall be seriously prejudiced.
5. That whatever stated above and in the accompanying application are true and correct to the best of my knowledge and belief.

DEPONENT

1. MU / Plaintiff 1 son of AS Muslim, adult , Karachi.
2. MI / Plaintiff 2 son of AS Muslim, adult , Karachi.
3. AK / Plaintiff 3 son of SH Muslim, adult , Karachi.
4. NU / Plaintiff 4 son of JS Muslim, adult, Karachi. Petitioners

VERSUS

1. Chief Controller
Sindh Building Control Authority,
Karachi.
 2. Builders & developers
Having office at
Karachi.
 3. Province of Sindh
Through Home Secretariat
, Karachi
- Respondents

**CONSTITUTIONAL PETITION UNDER ARTICLE 199 OF THE CONSTITUTION
OF ISLAMIC REPUBLIC OF PAKISTAN 1973**

That the petitioners abovenamed respectfully beg to submit as under:-

1. That the petitioners are edified, respectable and law abiding citizens of Pakistan and are residing at the above said addressees since last two years along with their family members and enjoy good reputation among their friends and general public as well
2. That the petitioner No.1 purchased one flat situated at 4th floor Type B Front 4 Rooms Apartment, situated at Plot Number Karachi from Builders and Developers (Respondent No.2) vide agreement of sale dated against total sale consideration of Rs. 65,00,000/- It is further submitted that after payment of full and final sale consideration of the above said flats, the petitioner No.1 was delivered with possession along with all other requisite documents by the said Respondent No.2 and since then he is enjoying peaceful possession of the said flat.

(Copies of sale Agreement and approved layout plan are attached herewith and marked as annexure P/ to P/)

3. That the petitioner No.2 purchased one flat situated at 4th floor Type A Front 4 Rooms Apartment, situated at Plot Number Karachi from Respondent No.2 vide agreement of sale dated against total sale consideration of Rs. 70,00,000/. It is further submitted that after payment of full and final sale consideration of the above said flats, the petitioner No.1 was delivered with possession along with all other requisite documents by the said M/s Builders and Developers (Respondent No.2) and since then he is enjoying peaceful possession of the said flat.

(Copies of sale Agreement and approved layout plan are attached herewith and marked as annexure P/ to P/)

4. That the petitioner No.3 purchased one flat situated at 3rd Floor Type C Back 4 Rooms Apartment, situated at Plot Number Karachi from Builders and Developers (Respondent No.2) vide agreement of sale dated against total sale consideration of Rs. 80,00,000/. It is further submitted that after payment of full and final sale consideration of the above said flats, the petitioner No.1 was delivered with possession along with all other requisite documents by the said M/s Builders and Developers (Respondent No.2) and since then he is enjoying peaceful possession of the said flat.

(Copies of sale Agreement and approved layout plan are attached herewith and marked as annexure P/ to P/)

5. That the petitioner No.4 purchased one flat situated at 3rd Floor Type A Front 4 Rooms Apartment, situated at Plot Number SC 6, Block D, North Nazimabad Karachi from Builders and Developers vide agreement of sale dated against total sale consideration of Rs. 81,00,000/- . It is further submitted that after payment of full and final sale consideration of the above said flats, the petitioner No.1 was delivered with possession along with all other requisite documents by the said M/s Builders and Developers (Respondent No.2) and since then he is enjoying peaceful possession of the said flat.

(Copies of sale Agreement and approved layout plan are attached herewith and marked as annexure P/ to P/)

6. That the respondent No.2 has already applied before the respondent No.1 for completion certificate and the same fact was apprised to the petitioners at the time of purchase of the said flats.
7. That it is humbly submitted that on, the officials of the respondent No.1 visited the above said building along with demolishing materials and heavy machineries where the petitioners along with other occupants are living along with their families. It is further submitted that the said officials respondent directed the inhabitants to vacate the said building / flats immediately as they have instructions from the respondent No.1 to demolish the said building as the same has been constructed without approved layout plan and in violation of rules and regulations made by the respondents and unless they are not

vacated the same, their building will be demolished along with their belongings and they will not be responsible for the same.

8. That the petitioners have raised objections / voices against the said persons and have approached the respondent No.1 time and again and requested them to refrain from demolishing the said building as they lawful occupants and have purchased the said flats after paying huge amount of sale consideration and have not violated any of law but they have given no heed to the said requests of the petitioners and they are having serious apprehension for any illegal and unlawful actions from their hands to cause damages to their houses.
9. That the petitioners are law abiding citizen of Pakistan and have always endeavored to take each and every step-in accordance with law and is not violator of any of the law, Rule and Regulation of KMC or Sindh Building Control Authority in respect of their properties.
10. That , the petitioners have been aggrieved by the above said acts / omission of acts of the respondents as mentioned in the memo of the petition as such has no other adequate, alternate remedy available under the law, hence this petition on following grounds: -

GROUNDS

1. That, the petitioners have the right to be treated in accordance with Article 4 of the Islamic Republic of Pakistan 1973.
2. That the act of the respondents is contrary to law.
3. That the petitioners are living in the above said flats along with their families for the last one year and have paid a huge sale consideration against the said sale and in case they are forced to vacate they shall suffer huge monetary losses which cannot be compensated in terms of money.
4. That the respondent No.2 showed approved layout plan and site plan by the respondent No.1 and also give full assurance that the said flats are free from all loss, encumbrances and litigation and no violation of SBCA, or any authority has been made while making construction upon the said plot.
5. That no violation has been made and the said building is only constructed upto four floor which is allowed as per law and further the said respondent no.1 has already issued approved layout plans in respect of the said building.
6. **That** the fundamental rights of petitioners as envisaged in **constitution of Islamic republic of Pakistan 1973** have also been infringed.
7. **That** the petitioners crave to take any other grounds with the kind permission of this Honorable Court.

PRAYER

In view of above said conspectus of facts, it is earnestly supplicated that this Honorable Court may graciously be pleased to pass appropriate order as under: -

- (a) To Direct the respondent No.1 and its official, men, agent, employees and subordinate or any person to refrain from demolishing and visiting the said building i.e., Front 4 Rooms Apartment, situated at Plot Number Karachi wherein the flats of the petitioners are situated.
- (b) To restrain the Respondents and their employees, officers, servants, agents, assigns and/or any other person acting on their behalf and/or under their control/ guidance from harassing, blackmailing the petitioners and raising illegal objection / demolishing the plot of land i.e., Front 4 Rooms Apartment, situated at Plot Number Karachi wherein the flats of the petitioners are situated.
- (c) Any appropriate order for enforcement of fundamental rights of the petitioner.
- (d) Any other relief which this Honorable Court may deem fit and proper under the circumstances of the case.
- (e) Cost of the petition.

Prayer is made in the interest of Justice.

Petitioner No.1

Petitioner No.2

Petitioner No.3

Petitioner No.4

Karachi

Dated

Advocate for Petitioners

VERIFICATION

We, (1) MU / Plaintiff 1 son of AS, (2) MI / Plaintiff 2 son of AS , (3) AK / Plaintiff 3 son of SH and (4) NU / Plaintiff 4 son of JS, Muslims, Adults, resident of Karachi, the petitioners above named in the above titled petitioner, R/o Karachi, do hereby and state on this ____ day of, at Karachi on Oath and verify the contents of the above paras, say the same are true to the best of my knowledge and belief.

Karachi:

Dated:

DEPONENT NO.1

DEPONENT NO.2

DEPONENT NO.3

DEPONENT NO.4

DOCUMENT FILED:

Photocopies of Annexures

DOCUMENTS RELIED UPON:

Originals of the above and

many other relevant documents etc.

ADDRESS OF THE PARTIES: As in the title.

ADDRESS FOR SERVICE OF
PETITIONER'S COUNSEL: As in Vakalatnama.

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

AFFIDAVIT

I, MU / Plaintiff 1 son of AS, Muslim, Adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am the Petitioner No.1 in the above referred case and as such, am fully conversant with the facts of this case.
2. That the accompanying Constitutional Petition is drafted under my specific instructions, contents whereof are true and correct to the best of our knowledge and may be treated as part and parcel of this affidavit for the sake of brevity.
3. That neither I have made any false statement nor has concealed any fact from this Hon'ble Court.
4. That whatsoever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: -11-2023

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

AFFIDAVIT

I, MI / Plaintiff 2 son of AS, Muslim, Adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am the Petitioner No.2 in the above referred case and as such, am fully conversant with the facts of this case.
2. That the accompanying Constitutional Petition is drafted under my specific instructions, contents whereof are true and correct to the best of our knowledge and may be treated as part and parcel of this affidavit for the sake of brevity.
3. That neither I have made any false statement nor has concealed any fact from this Hon'ble Court.
4. That whatsoever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

AFFIDAVIT

I, AK / Plaintiff 3 son of SH, Muslim, Adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am the Petitioner No.3 in the above referred case and as such, am fully conversant with the facts of this case.
2. That the accompanying Constitutional Petition is drafted under my specific instructions, contents whereof are true and correct to the best of our knowledge and may be treated as part and parcel of this affidavit for the sake of brevity.
3. That neither I have made any false statement nor has concealed any fact from this Hon'ble Court.
4. That whatsoever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated:

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

AFFIDAVIT

I, NU / Plaintiff 4 son of JS, Muslim, Adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am the Petitioner No.4 in the above referred case and as such, am fully conversant with the facts of this case.
2. That the accompanying Constitutional Petition is drafted under my specific instructions, contents whereof are true and correct to the best of our knowledge and may be treated as part and parcel of this affidavit for the sake of brevity.
3. That neither I have made any false statement nor has concealed any fact from this Hon'ble Court.
4. That whatsoever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

APPLICATION FOR EXEMPTION

For the reasons disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the abovenamed petitioners that this Hon'ble Court may be pleased to allow him to produce Photocopies of the annexures.

This prayer is made in the larger interest of justice.

Karachi:

Dated: -11-2023

Advocate for the Petitioners.

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

AFFIDAVIT

I, MU / Plaintiff 1 son of AS, Muslim, Adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am the Petitioner No.1 in the above referred case and as such, am fully conversant with the facts of this case.
2. That the accompanying application for exemption has been drafted and filed under my instructions and the contents whereof may be treated part and parcel of this affidavit for the sake of brevity.
3. That unless the accompanying application is allowed, I as well as petitioner shall be seriously prejudiced and suffers irreparable losses.
4. That whatever has been stated above is true and correct.

Karachi

Dated: DEPONENT

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

**APPLICATION U/O 9, CHAPTER 3-A, VOLUME-5,
HIGH COURT RULES AND ORDER.**

It is respectfully submitted on behalf of the petitioners abovenamed that this Hon'ble Court may be pleased to take up the above matter as an urgent motion and place the same in the Court or in the chamber on or before _____ in view of the urgency of the matter.

The prayer is made in the larger interest of justice.

Karachi:

Dated: -11-2023

Advocate for the Petitioners

For immediate use in Court
on behalf of the petitioners.

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

AFFIDAVIT

I, MU / Plaintiff 1 son of AS, Muslim, Adult, resident of Karachi, do hereby state on Oath affirmation as under:-

5. That I am the Petitioner No.1 in the above referred case and as such, am fully conversant with the facts of this case.
6. That the accompanying Urgent application has drafted and filed under my specific instructions, the contents whereof are true and correct to the best of my knowledge and may be treated as part and parcel of this affidavit.
7. That I say that unless the accompanying application is granted the petitioner shall be seriously suffer and irreparable losses.

8. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others Petitioners

VERSUS

Chief Controller SBCA & Others Respondents

**APPLICATION UNDER ARTICLE 199(4) OF THE CONSTITUTION OF
PAKISTAN READ WITH ORDER XXXIX RULE 1 & 2 CPC**

It is prayed on behalf of the Petitioners that this Honorable Court may be pleased to restrain the Respondents and their employees, officers, servants, agents, assigns and/or any other person acting on their behalf and/or under their control/ guidance from harassing, blackmailing the petitioners and raising objection / demolishing construction i.e. Front 4 Rooms Apartment, situated at Karachi in any manner whatsoever till the final decision of the Hon'ble Court in this regard.

Ad-interim injunction is also solicited.

This application is prayed in the interest of justice.

Karachi

Dated

Advocate for the Petitioners

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

**AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ARTICLE 199(4) OF THE
CONSTITUTION OF PAKISTAN READ WITH ORDER XXXIX RULE 1 & 2 CPC**

I, MU / Plaintiff 1 son of AS, Muslim, Adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am the Petitioner No.1 in the above referred case and as such, am fully conversant with the facts of this case.
2. That I state that the accompanying application Under Article 199 (4) of the constitution of Pakistan read with Order XXXIX, Rules 1 & 2 C.P.C has been drafted and filed under my specific instructions and for the sake of brevity, it is requested that the contents of the same as well as main petition may be treated as part and parcel of this affidavit.
3. That unless the accompanying application for interim injunction is allowed as prayed, I shall be seriously prejudiced and shall suffer irreparable loss.
4. That whatever is stated above; is true and correct to the best of my knowledge, belief and information.

Karachi.

Dated

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

MU / Plaintiff 1 & Others

Petitioners

VERSUS

Chief Controller SBCA & Others

Respondents

CERTIFICATE

This is certify that this is first petition on the subject being filed before this Honorable Court by the petitioners and the petitioners have nor filed any other petition in any court of law including the Supreme Court of Pakistan on the above subject neither any revision/ appeal is pending in any court of law.

Karachi

Dated

Advocate for the Petitioners

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR
Muslim, adult, holding
Karachi

Petitioner

VERSUS

1. Province of Sindh
Through Home Secretariat
Sindh Secretariat
Karachi

2. Director General
Sindh Building Control Authority,
Karachi.

3. Deputy Director
Sindh Building Control Authority,
, Karachi

Respondents

**CONSTITUTIONAL PETITION UNDER ARTICLE 199 OF THE
CONSTITUTION OF ISLAMIC REPUBLIC OF PAKISTAN 1973**

It is most respectfully submitted on behalf of the petitioner above named as
under: -

1. That the petitioner is edified, respectable and law abiding citizen of Pakistan and is residing at the above said address along with his family members and as such earns good reputation among his family members and general public.

2. That the petitioner is the lawful owner of an immoveable residential property i.e. **Plot No.Karachi, admeasuring 906.66 square yards**, hereinafter referred to as the said property.

(Copies of the title documents of the property are filed and marked as annexure P/1 to P/)

3. That the petitioner after purchasing the said property got prepared the Map/ Building Plan and applied for approval before the respondent No.3 through an application , thereafter the respondent No.3 was pleased to approve the building plan vide letter bearing reference No.duly signed by Deputy Director District South.

(Copies of the approval letter and building plan are attached herewith and marked as annexure P/ to P/)

4. That after approval of building plan from the competent authority of respondent No. 3 as mentioned above, the petitioner started the constructions work over the said plot of land under the supervision of well-known architectures/ engineers and as per the terms and conditions contained in above letter dated
5. That in the month of, one of his neighbor submitted complaint to the respondent No.3 wherein he alleged that the petitioner has been raising external staircase for his servants to access the roof and upon his request, the staff of the respondent No.3 visited the site and without issuing any notice

sealed the building vide Sealing Order bearing reference No./ District and forced the petitioner to stop construction over the said property

(Copy of Seal Order dated 20-01-2023 is filed herewith and marked as annexure P/)

6. That it is humbly submitted that the petitioner approached the respondent No.3 through application dated and also submitted undertaking dated wherein he requested for de-sealing the property and he undertook to carry to construction works as per approved building plan on his above said property. It is further submitted that upon his request , the respondent No.3 was pleased to de-seal his building vide letter bearing reference No. and allowed the petitioner to carry out his construction work over the said property.
7. That now the official of the respondent No.3 are continuously visiting the property of the petitioner and harassing, blackmailing and threatening the petitioner to again seal the property and they are illegally and unlawfully intrupting in the constructions of the building over the said plot of land, whereas the structure of the building has already been completed as per approved building plan but they are visiting and demanding Bhatta from the petitioner but on refusal of accede their illegal demands, they have many times stopped the constructions work of the building due to which the petitioner has been facing huge mental torture, agonies, and financial crisis.
8. That due to said illegal and unlawful act of the respondent No.3 the petitioner has been facing huge financial losses and his constructions has been stopped

due to said acts of the respondents' staff. It is further submitted that many machinery / labour were deputed over the site and due to delay in works the rent and labour charges are being charged on daily basis and the petitioner has been facing the same without any fault on his part.

9. That there is a grave urgency in the matter as the respondent No. 2 & 3 are silent and are not allowing the petitioner for raising the construction of the building and also failed to point out any violations and irregular construction under the Approval Plan.
10. That no other suit or petition is filed by the petitioner on the above subject Matter.

11. That it is evident by the record that the petitioner is entitled for relief but it has been kept in abeyance by the respondent No.3 and his officials for reasons not known to them and due to misfeasance, nonfeasance and malfeasance of concerned officials of the respondents, the petitioner has been ridiculed in the public besides the fact that he happened to bear heavy financial/ business losses as such is also entitled for claiming damages from the respondents jointly and severally for misfeasance, nonfeasance and malfeasance on part of the concerned officials in addition to any other legal proceeding.

12. That the petitioner client is law abiding citizen of Pakistan and has always endeavored to take each and every step in accordance with law and is not

violator of any of the law, Rule and Regulation of Sindh Building Control Authority in respect of the said property.

13. That , the petitioner has been aggrieved by the above said acts / omission of acts of the respondents as mentioned in the memo of the petition as such has no other adequate, alternate remedy available under the law, hence this petition on following grounds: -

GROUND

1. That the fundamental rights guaranteed to the petitioner under the constitution of Pakistan have seriously been infringed by the respondents.
2. That the official of respondents are threatening , harassing and blackmailing the petitioner for fulfillment of their sinister design and causing serous mental agonies, torture and financial crisis as they are not allowing the petitioner to carry out his constructions works over the said property.
3. That further and additional arguments will be advanced at the time of the hearing of this Honorable Court.

PRAYER

It is therefore, most respectfully prayed on behalf of the petitioner above named that this Honorable Court may be pleased:

- a. To direct the respondent No. 3 to fulfill the statutory duty and to act in accordance with law with the petitioner .
- b. To restrain the Respondents and their employees, officers, servants, agents, assigns and/or any other person acting on their behalf and/or under their control/ guidance from harassing, blackmailing the petitioner and not allowing the petitioner to raise constructions over his plot of land i.e. **Plot No Karachi, admeasuring 906.66 square yards,,** in any manner or capacity whatsoever.
- c. Award cost of the petition.
- d. Any other relief which this Honorable Court may deem fit and proper in the circumstances of the case.

Karachi

Dated

Petitioner

Advocate for the Petitioner

VERIFICATION

I, SSR , Muslim, adult, resident of Karachi, the petitioner in the above case, do hereby verify on oath the whatever stated hereinabove in paragraphs to be true and correct to the best of my knowledge, belief, information and legal advise received by me which I verily to be true and correct.

Karachi:

Dated: Deponent

Documents filed : Annexure P/1 to Annexure P/

Documents relied upon: Entire documents of all the entire properties lying with the possession of defendants and other documents from the government and Semi government Departments.

Address of the Petitioner: As per title.

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

AFFIDAVIT

I, SSR , Muslim, adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am petitioner as well as deponent of this affidavit, as such am fully conversant with the facts.
2. That the accompanying Constitutional Petition is drafted under our specific instructions, contents whereof are true and correct to the best of our knowledge and may be treated as part and parcel of this affidavit for the sake of brevity.
3. That neither I have made any false statement nor has concealed any fact from this Hon'ble Court.
4. That whatsoever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: -05-2023

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

APPLICATION FOR EXEMPTION

For the reasons disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the abovenamed petitioner that this Hon'ble Court may be pleased to allow him to produce Photocopies of the annexures.

This prayer is made in the larger interest of justice.

Karachi:

Dated: Advocate for the Petitioner.

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

AFFIDAVIT

I, SSR , Muslim, adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am petitioner as well as deponent of this affidavit, as such am fully conversant with the facts.
2. That the accompanying application for exemption has been drafted and filed under my instructions and the contents whereof may be treated part and parcel of this affidavit for the sake of brevity.
3. That unless the accompanying application is allowed, I as well as petitioner shall be seriously prejudiced and suffers irreparable losses.
4. That whatever has been stated above is true and correct.

Karachi

Dated: DEPONENT

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

**APPLICATION U/O 9, CHAPTER 3-A, VOLUME-5,
HIGH COURT RULES AND ORDER.**

It is respectfully submitted on behalf of the petitioner abovenamed that this Hon'ble Court may be pleased to take up the above matter as an urgent motion and place the same in the Court or in the chamber on or before _____ in view of the urgency of the matter.

.The prayer is made in the larger interest of justice

Karachi:

Dated: -05-2023 Advocate for the Petitioner

For immediate use in Court
on behalf of the petitioner.

IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

AFFIDAVIT

I, SSR , Muslim, adult, resident of Karachi, do hereby state on Oath affirmation
as under:-

1. That I am petitioner as well as deponent of this affidavit, as such am fully conversant with the facts.
2. That the accompanying Urgent application has drafted and filed under my specific instructions, the contents whereof are true and correct to the best of my knowledge and may be treated as part and parcel of this affidavit.
3. That I say that unless the accompanying application is granted the petitioner shall be seriously suffer and irreparable losses.
4. That whatever stated above is true and correct to the best of my knowledge and belief.

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

**APPLICATION UNDER ARTICLE 199(4) OF THE CONSTITUTION OF
PAKISTAN READ WITH ORDER XXXIX RULE 1 & 2 CPC**

It is prayed on behalf of the Petitioner that this Honorable Court may be pleased to restrain the Respondents and their employees, officers, servants, agents, assigns and/or any other person acting on their behalf and/or under their control/ guidance from harassing, blackmailing the petitioner and not allowing the petitioner to raise constructions over his plot of land i.e. **Plot No Karachi, admeasuring 906.66 square yards,,** in any manner or capacity whatsoever till the final decision of the Hon'ble Court in this regard.

Ad-interim injunction is also solicited.

This application is prayed in the interest of justice.

Karachi

Dated

Advocate for the Petitioner

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

**AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ARTICLE 199(4) OF THE
CONSTITUTION OF PAKISTAN READ WITH ORDER XXXIX RULE 1 & 2 CPC**

I, SSR , Muslim, adult, resident of Karachi, do hereby state on Oath affirmation as under:-

1. That I am the Petitioner in the above referred case and as such, am fully conversant with the facts of this case.
2. That I state that the accompanying application Under Article 199 (4) of the constitution of Pakistan read with Order XXXIX, Rules 1 & 2 C.P.C has been drafted and filed under my specific instructions and for the sake of brevity, it is requested that the contents of the same as well as main petition may be treated as part and parcel of this affidavit.
3. That unless the accompanying application for interim injunction is allowed as prayed I shall be seriously prejudiced and shall suffer irreparable loss.
4. That whatever is stated above; is true and correct to the best of my knowledge, belief and information.

Karachi.

Dated

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(Writ Jurisdiction)**

C.P. No. / 2023

SSR Petitioner

VERSUS

Province of Sindh & Others Respondents

CERTIFICATE

This is certify that this is first petition on the subject being filed before this Honorable Court by the petitioner and the petitioner has nor filed any other petition in any court of law including the Supreme Court of Pakistan on the above subject neither any revision/ appeal is pending in any court of law.

Karachi

Dated Advocate for the Petitioner

IN THE COURT OF SENIOR CIVIL JUDGE, KARACHI
(_____)

Civil Suit No. /2021

KK
Muslim, adult, presently residing at
Taiwan 640, through her special attorney

Mr MI
Muslim, adult, Karachi

Plaintiff

VERSUS

1. The Chairman,
Board of Intermediate Education Karachi

2. The Secretary,
Board of Intermediate Education Karachi

3. Controller of Examinations, i
Karachi..

Defendants

**SUIT FOR DECLARATION
AND CONSEQUENTIAL RELIEF**

Respectfully Sheweth: -

1. That the plaintiff is a respectable and law abiding citizen of Islamic Republic of Pakistan and is presently residing at Taiwan at the above said address in connection with her study / job.

2. That the plaintiff during her residency at Karachi has passed her Secondary School Certificate Examination in the year vide Roll No. , Group Science, with the name as KK from the Board of Secondary Education, Karachi, being student of Sec. School, Karachi and resultantly she was issued statement of marks and matriculation certificate. **Copies of the same are attached and marked as annexure P/1 to P/ 2.**

3. That it is humbly submitted that inadvertently the name of the plaintiff in the statement of marks dated as well as certificate dated was recorded/ mentioned with spellings as “KK” instead of “KK”, which is actual /correct name of her and with the same name, she was issued other documents i.e. CNIC etc.
4. That thereafter the plaintiff shifted abroad (Taiwan) to pursue her higher education whereupon she was issued Resident Certificate (R.O.C) by the Government of Taiwan. The resident certificate has been issued to the plaintiff with the name “KK” as per her actual name.
5. That since the education of the plaintiff stood completed and thereafter she applied for job but due to difference in the spellings of her name as mentioned on the statement of marks dated and metric certificate dated issued by the defendants is causing hurdles to plaintiff to pursue her job / education etc. any more at Taiwan and as such she is facing great difficulty.
6. That the plaintiff through her attorney has visited the defendants’ offices for necessary correction of name upon the above said documents but the officials are reluctant to accede the requests of the plaintiff and have tolerated him on one pretext or the other.
7. That you are legally bound to make correction in their records and issue a fresh copy of statement of marks and matriculation certificate with correct

spellings of her name i.e. “KK” but no response has been made to genuine request made by the plaintiff through her attorney.

8. That the plaintiff has also sent a legal notice dated _____ to the defendants through her counsel for redressal of her grievances / correction of her name upon the said documents but no reply / response has been received from the defendants, . Hence this suit. **Copies of the legal notice along with TCS receipts are attached and marked as annexure P/ to P/ .**

9. That the cause of action arose in favour of the plaintiff firstly on when statement of marks was issued , secondly on when metric certificate was issued, thirdly on when special attorney approached the defendants on behalf of plaintiff for correction of spellings of her name i.e. “KK” instead of “KK” and lastly on _____ when the plaintiff sent a legal notice but the same has not been adhered to till date which still continues in favour of the plaintiff.

10. That the cause of action arose within limits of PS_____ Karachi and hence this learned court has got the jurisdiction to adjudicate upon the matter.

11. That the prescribed court fee is affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of plaintiff directing the defendants to issue a fresh copy of statement of marks and matric certificate to the plaintiff with correct spellings of her name i.e. “KK” instead of “KK”.

Any other relief which this learned court may deem fit and appropriate be awarded.

Karachi

Dated Plaintiff
Through attorney

Advocate for the Plaintiff

VERIFICATION

I, MI , Muslim, Adult, R/o Karachi, the authorized person / attorney of plaintiff in the above matter and am well conversant with the facts of the case and on this _____ day of, at Karachi do hereby on Oath and verify the contents of the above paras, say the same are true to the best of my knowledge and belief.

Copy of Authority Letter / Attorney is attached and marked as annexure P/

.

Karachi:

Dated: D E P O N E N T

DOCUMENTS FILED: As per Annexures.

DOCUMENTS RELIED UPON: Original of the above and many other relevant documents

ADDRESS OF THE PARTIES: As in the title.

ADDRESS FOR SERVICE OF
PLAINTIFF's COUNSEL: As in Vakalatnama.

IN THE COURT OF SENIOR CIVIL JUDGE, KARACHI
(_____)

Civil Suit No. /2021

KK Plaintiff

VERSUS

The Chairman & Others ----- Defendants

In case the death of the plaintiff, the one of above legal heirs shall appear
in this Hon'ble Court

Karachi:

Dated: -07-2021 Advocate for the Plaintiff.

IN THE COURT OF SENIOR CIVIL JUDGE, KARACHI
(_____)

Civil Suit No. /2021

KK

Plaintiff

VERSUS

The Chairman & Others -----

Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFF

Mr MI S/o
Karachi

Karachi:

Dated: -07-2021

Advocate for the Plaintiff

JK/Plaintiff resident of Islamabad,
Presently at Karachi ,

Plaintiff

VERSUS

1. MSSA/Defendant 1
since deceased through his legal heirs

- a. W Mother
- b. S Sister
- c. AHQ Brother
- d. SH Sister
- e. AAQ Sister

Karachi,

2. The Registrar

Karachi

3. The Registrar Karachi

4. The Director land
Karachi

5. IGP Sindh
Karachi

6. The SHO
Police Station
Karachi

7. The Director
FIA Karachi

8. The Director
NAB Karachi

Defendants

**SUIT FOR DECLARATION, SPECIFIC PERFORMANCE, CANCELLATION
AND PERMANENT INJUNCTION**

The Plaintiff named above begs to submit as under:

1. That the plaintiff is an educated, edified, respectable and law abiding citizen of Islamic Republic of Pakistan and he has been living at the above said address along with his family members as such earns a good reputation among his colleagues, friends and general public.

2. That the defendant No.1 is lawful owner of an immoveable property i.e. **Double Storey Bungalow, measuring 1012 Square Yards, situated at Karachi**, hereinafter referred to as the '**SAID PROPERTY**'.

3. That the defendant No.1 agreed to sell and plaintiff has agreed to purchase the said property at an agreed sale consideration of Rs.6,00,00,000/- (Rupees Six Crore only) and in this regard an agreement of sale dated, was executed between the plaintiff and defendant No.1.

(That the defendant No.1 assured the plaintiff at the time of execution of above said agreement that the said property is free from all claims, liens, charges, burdens, bills, disputes, suits, liabilities, mortgage, encumbrances of whatsoever.

4. That the defendant No.1 at the time of execution of the above said sale agreement has received from the plaintiff a sum of Rs.3,00,00,000/- (Rupees Three Crore only) in cash being the advance payment towards sale consideration of the 'Said Property', receipt of which the defendant No.1 hereby fully admitted and acknowledged separately.

(Copy of the payment receipt is attached and marked as annexure P/)

5. That as per the terms of agreement of sale , the balance sale consideration to the tune of Rs.3,00,00,000/- (Rupees Three Crore only) of the said property was required to be paid by the plaintiff to the defendant No.1 at the time of Registration of Sale/Conveyance Deed.
6. That the defendant No.1 had also delivered / handed over the vacant, peaceful and physical possession of the said property to the plaintiff at the time of execution of sale agreement and also executed / delivered

possession handing over and possession taking over letter duly attested by witnesses along with installed electric meter and gas meter installed over the said property. It is pertinent to mention that since then the plaintiff is enjoying lawful possession of the said property.

(Copy of possession handing over and possession taking over letter duly attested by witnesses is attached and marked as annexure P/)

7. That the defendant No.1 also assured and covenants with the plaintiff that the defendant No.1 is full owner of the said property which is free from all sorts of claims, liens, charges and encumbrances whatsoever in nature and that the defendant No.1 has good right, title and lawful authority to sell the said property to the plaintiff in all respect.
8. That the defendant No.1 further covenants and assured the plaintiff that the title documents and papers of the property are genuine and in full force and that the defendant No.1 has full authority and capacity to enter into agreement of sale and/or to transfer, sell the said property.
9. That the defendant No.1 also kept the plaintiff secured and indemnified against all losses. and/or damages caused to the plaintiff on account of any defect in title documents or any adverse claim through up against the said property by any individual firm or organization.

10. That thereafter the plaintiff time and again approached the defendant No.1 and requested him for transfer of the said property in his favour and deliver the original title documents of the said property to the plaintiff as per stipulation and promises but the defendant No.1 kept on tolerating the plaintiff on one pretext or the other and never fulfilled the legal demand of the plaintiff.
11. That it is humbly submitted that the defendant No.1 died in the year and thereafter the plaintiff approached the legal heirs of the defendant No.1 and requested for performance of their part of contract on behalf of the deceased but they also tolerated on one pretext or the other and till to date they have failed and neglected to perform their part of contract.
12. That recently on or about in the month , it has come in the knowledge of the plaintiff that the defendant No.1 is negotiating with someone to sell out the said property on higher price and illegally and unlawfully trying to transfer the said property by keeping the plaintiff under darkness with malafide intention and for fulfillment of his ulterior motives with the sole intention to deprive the plaintiff from his legitimate rights over the said property being the purchaser and lawful occupant of the said property. It is further submitted that the defendant No.1 through other **Gunda** elements are also bent upon to harass, blackmail and threatening the plaintiff for illegal eviction from the said property without due course of law.

13. That the plaintiff has performed his part of contract by paying the half of the agreed sale consideration and is ready to pay remaining amount to the defendant No.1 subject to the fulfillment of part of contract on the part of defendant No.1 for transfer of the said property in his favour but he has failed to perform his part of contract and also reluctant to do so and negotiating to create third party interest over the said property.
14. That because of the above, the Plaintiff has no other recourse but to approach the Hon'ble Courts for relief by filing this Suit, hence this suit.
15. That the defendant No 1 after coming to know that the plaintiff is going to initiate the legal proceeding has been trying to create third party interest and as such the plaintiff files this suit now urgently.
16. That the said property is situated within the local limits of, Karachi, which area is within the jurisdiction of this Hon'ble Court.
17. That the cause of action arose here at Karachi to the plaintiff against the defendant No.1 firstly on, when the plaintiff purchased the said property through sale agreement, since then he is in lawful possession of the said property, thereafter on each and every date when the plaintiff approached the defendant No.1 for transfer of the said property in his favour but he tolerated on one pretext or the other and lastly in the month of, when the

defendant No.1 tried to create third party interest over the said property.

The said cause of action is still continuing one.

18. That for the purposes of the Court fee and jurisdiction, the suit is valued at Rs. 6,00,00,000/- for declaration and for injunction and the maximum court fee has been affixed on the face of the plaint of this suit.

PRAYER

It is, therefore, prayed that this Honourable Court may be pleased to pass a judgment and decree in favour of the Plaintiff and against the Defendant No.1 in the following manners:-

- a) To declare that the Plaintiff is the lawful purchaser of an immoveable property i.e. **Double Storey Bungalow Karachi**.
- b) To direct the defendant No.2 and 3 to cancel the mutation, transfer or any other title documents registered in favour of the defendant No.1, or any of his nominee / legal heirs, persons or person in respect of the suit property, registered after execution of the above said sale agreement with the plaintiff.
- c) To direct the Defendant No.1 or the Nazir of this Honorable Court to execute the prescribed sale deed in favour of the Plaintiff in respect of the

property i.e. an immovable property i.e. **Double Storey Bungalow Karachi.**

- d) To grant a permanent injunction, restraining the Defendant No.1 or any other person or persons, agents, heirs, executors, administrators, attorneys acting on his behalf or for his interest, from selling, alienating, disposing , transferring and / or creating third party interest in respect of the said property i.e. **Double Storey Bungalow Karachi**, in any manner whatsoever.
- e) To direct the defendant No. 5 to 8 to provide legal protection to the plaintiff and his family members from illegal and unlawful acts/omission of acts from the hands of defendant No.1 or any other persons acting through him or on his behalf after conducting inquiry against the defendant No.1.
- f) To direct the defendant No.1 to deliver / hand over the original title documents of the above said property to the plaintiff.
- g) To grant a permanent injunction, restraining the Defendant No.1 or any other person or persons, agents, heirs, executors, administrators, attorneys acting on his behalf or for his interest, from harassing, blackmailing, threatening and interfering with the possession of the said property i.e. **Double Storey Bungalow Karachi**, in any manner whatsoever.

- h) Costs of the proceedings;
- i) Any other/further/additional relief(s) that this Honourable Court may deem fit.

KARACHI:

DATED:

PLAINTIFF

ADVOCATE FOR PLAINTIFF

VERIFICATION

I, JK S/O. MR. KUR, Muslim, adult, resident of Karachi, the Plaintiff named above, do hereby state and verify on oath that whatever I have stated above in my plaint is true and correct to the best of my knowledge, belief and information.

DEPONENT

Documents filed: Photo copies of Annexures: "P/ 1 " to " ".

Documents relied on: Originals of the above and any other Document with the permission of the Hon'ble Court.

Address of the Plaintiff: Same as given in cause title.

JK/Plaintiff

Plaintiff

VERSUS

MSSA/Defendant 1 & Others

Defendants

APPLICATION U/O XXXIX RULE 1 & 2 CPC,
R/W SECTION151 CPC.

For the facts and reasons disclosed in the accompanying affidavit, as well as in the memo of plaint, it is respectfully prayed on behalf of the plaintiff abovenamed that this Hon'ble Court may graciously be pleased to grant interim injunction against the defendants, thereby restraining the defendants, their agents, servants, employees, nominees, colleagues, persons, representatives, workers, attorneys and / or anybody else acting on their behalf or in their name, from harassing, blackmailing, threatening the plaintiff and also restrain them from selling mortgaging, transferring / mutating the property i.e. **Double Storey Bungalow Karachi** and / or creating any third party interest in the same, in any manner whatsoever in nature without due course of law, till final disposal of the main suit.

Ad-interim orders for maintaining status quo are solicited.

The prayer is made in the interest of justice.

Karachi:

Dated: -01-2024

Advocate for the Plaintiff

JK/Plaintiff

Plaintiff

VERSUS

MSSA/Defendant 1& Others

Defendants

AFFIDAVIT

I, JK S/o Mr. KUR, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am plaintiff in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.

2. That the accompanying application U/o 39, Rule 1 & 2 CPC R/w Section 151 CPC has been drafted and filed under my instructions and the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as part of this affidavit for the sake of brevity.

3. That I say that I have a good *prima facie* case, balance of convenience lies in my favour and until and unless accompanying application is granted as prayed I will be seriously prejudiced and shall suffer irreparable loss.

4. That whatever stated above is true and correct to the best of my knowledge and belief.

IN THE COURT OF

SENIOR CIVIL JUDGE SOUTH AT KARACHI

SUIT NO..... OF 2024

JK/Plaintiff

Plaintiff

VERSUS

MSSA/Defendant 1& Others

Defendants

LIST OF WITNESSES

1. Plaintiff He will corroborate his version in the plaint.
2. Support the Version of the plaintiff.
3. -----do-----
- 4.

Karachi:

Dated: -01-2024

Advocate for the Plaintiff

JK/Plaintiff

Plaintiff

VERSUS

MSSA/Defendant 1& Others

Defendants

**APPLICATION U/S 149 CPC FOR EXEMPTION OF COURT FEE FOR THE
TIME BEING.**

For the reasons disclosed in the accompanying affidavit, it is prayed that this Hon'ble Court may graciously be pleased to exempt the plaintiff from Court Fee for the time being as the present financial position of the plaintiff is very weak and he cannot pay the same, however he undertakes and assure that the plaintiff will pay the Court Fee as and when his Financial Position become sound.

The application is made in the interest of justice.

Karachi:

Dated: -01-2024

Advocate for the Plaintiff.

JK/Plaintiff

Plaintiff

VERSUS

MSSA/Defendant 1& Others

Defendants

AFFIDAVIT

I, JK S/o. Mr. KUR, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I am plaintiff in the above titled suit and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.
2. That I say that I undertake to submit the Court fee in this Hon'ble Court, in mean while my suit may please be admitted.
3. That I say that I may please be granted leave and allowed to submit the Court fee in the pendency of suit.
4. That I say that for the sake of brevity the contents of the accompanying application, those are true and correct drafted under my instructions, may be treated as part and parcel of this affidavit.

5. That I say that I have a got good prima facie case, balance of convenience is also in my favour and until and unless the accompanying application is granted, I shall suffer irreparable losses and will be seriously prejudiced.
6. That unless the accompanying application is granted I will suffer irreparable loss
7. That whatsoever stated above is true and correct to the best of my knowledge and belief.

Karachi:

IN THE COURT OF DISTRICT AND SESSION JUDGE KARACHI (WEST)

Civil Appeal No /2021

SIHSB/ Plaintiff

, Karachi Appellant

VERSUS

1. Mrs. MB/Defendant 1 wd/o MA
Muslim, Adult Karachi
For self and three minor children
 - a. K d/o MA (Late)
 - b. AH s/o MA (Late)
 - c. ZUA s/o MA (Late)
2. MH/Defendant 2 s/o MA (Late)

3. AL, Karachi

4. The Trustees of the Port of Karachi
Through their Chairman
KPT Head Office, Eduljee Dinshaw Road
West Wharf, Karachi

5. The Estate Manager
Estate Department
KPT Head Office,
Eduljee Dinshaw Road
West Wharf, Karachi

6. SHO PS Docks
Keamari, Karachi

Respondents

APPEAL UNDER SECTION 96 C.P.C.

Being aggrieved and dissatisfied with the Impugned Order Dated 24-02-2021 passed by the learned 1st Senior Civil Judge at Karachi West in Suit No.73/2018 (SIHSB/ Plaintiff Versus Mrs MB/Defendant 1 & Others) upon an application under Order VII Rule 11 CPC filed by the respondent in the above suit, hence the appellant begs to prefer the instant appeal on consideration of following facts and grounds: -

(Copy of the Impugned Order Dated 24-02-2021 is filed herewith and marked as annexure A/1)

FACTS

1. That the appellant above named filed a suit for declaration, Specific Performance, permanent injunction and damages wherein he stated that

the appellant is the law abiding citizen of Pakistan and is residing at above mentioned address along with his family. The appellant purchased half of the plot No., with structure thereon, situated at Karachi, measuring 69.5 Sq. Yards amounting to Rs.10,00,000/- and agreement was executed on with MA son of MI husband of respondent No.1 and the father of the respondent No.2 and minor children along with respondent No.1 and got possession on the same day. According to terms and conditions, MA received Rs.9,00,000/- at the time of mutual agreement and given possession to the appellant and remaining one lac was to be paid to MA when KPT sanctioned transfer the above said plot to the appellant. But unfortunately MA expired on and after the death of MA transfer procedure stopped. The appellant is doing business of welding in the above said plot and was residing in the same vicinity since long.

2. That after the death of her husband, the respondent No.1 started to threaten the appellant, saying the said plot will be sold out to respondent No. 3 & 4.
3. That the respondent No.1 has started demanding extra money and appellant gave her money in different times as such the appellant had further paid Rs.2,00,000/- additional amount in presence of witnesses and the respondent No.1 allowed the appellant to continue the possession /

business in the said business. The said respondent No.1 also assured that the appellant that she would transfer the said property in his favour.

4. That the respondent No.1 is a woman of greedy nature and is misguiding the respondent No. 3 & 4 for selling out the above said plot now in connivance with each other are attempting to occupy the shop of the appellant with malafide intention and for fulfillment of their ulterior motives. The appellant tried his level best to convince the respondents but they did not pay attention and the appellant apprehends illegal action and apprehends dispassion from the said plot through illegal means by force.
5. That on 14-10-2017, the respondent No.1 along with her companions / Gunda elements came at the shop of the appellant and threatened that the respondent No.2 and 3 want to purchase shop of the appellant and appellant may go wherever he likes and she also threatened that the appellant would be dispossessed from his shop forcibly. That being constrained appellant filed application before the respondent No. 6 and requested the SHO and DIG for restraining them from threatening, forcibly dispossessing/ occupying the shop / land and other illegal activities, before the respondent No. 7 viz Karachi, but no action has been taken.
6. That the respondent No.1 has also approached the respondent No. 5 & 6 for the renewal of lease of the entire plot in her name and is trying to

deprive the appellant from his legitimate right. The respondent No. 5 & 6 who are the statutory body and owner of the leased plot being the necessary party.

7. That the respondent No.1 to 4 are very difficult and aggressive lady and persons, who have close relations with gunda elements and they themselves, through their companions as well as criminal persons have started creating harassment and mental torture for the appellant and his family and they by their illegal acts, unlawful conduct and unjustified activities have turned the whole life of appellant like hell on earth. The appellant filed Misc. Criminal Petition No. before Session Judge Karachi West which is pending. The respondent No. 7 has been impleaded as party so as not to extend any illegal help to the respondents 1-4 in illegal dispossession of the appellant. The appellant claims rupees five million as damages for defamation, causing mental torture and non-performance of the agreement dated

8. That the appellant has paid handsome amount of sale consideration to the husband, father of the respondent No.1 & 2 respectively and he is the bonafide purchaser of half of the Plot No. measuring 69.5 Sq yards Boat Building Yard West Wharf and the respondent No.1 & 2 are bound to get the said portion of Plot transferred / mutated in the name of the appellant by amending the records of the respondent No. 5 & 6 and the appellant is

ready and bound to abide by the terms of lease as and when is granted in favour of the appellant.

9. The appellant in his plaint prayed following relief: -

a. To declare that the plaintiff is the bonafide purchaser of the 69.5 Square yards of plot No. , Boat Building Yard West Wharf with possession and is entitled to get the Property transferred in his name in the records of defendant No. 5 & 6.

b. To direct the defendant No.1 & 2 who are the legal heirs of Late MA to specifically perform the acts necessary to transfer and to instruct the defendant No. 5 & 6 for affecting the transfer in pursuance of the undertaking / sale agreement executed on between Late MA and the Plaintiff.

c. To pay Rs. 5 million to the plaintiff for causing defamation, negligence, malafide attempts to threats for dispossession, causing mental torture and for non-performance of the said undertaking / Agreement dated

d. To grant permanent injunction against the defendants, thereby restraining them, their agents, servants, colleagues, representatives and or anybody else acting through them or on their behalf from illegal dispossessing the plaintiff's Shop/ Plot, threatening, creating harassment and / or disturbing the peaceful life and business of the plaintiff, in any manner whatsoever in nature, without due course of law.

e. To grant any other relief as the Hon'be Court may deem fit and proper.

f. Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case, may be granted.

(Copies of the plaint along with annexure are filed herewith and marked as annexure A/ 1 to A.)

10. That summon of this case was issued to respondents, resultantly respondents filed written statement and denied the allegation of the appellant and further alleged that the appellant is the tenant of the said

portion of the suit property and denied the execution of sale agreement and payment of other amount to the respondent No.1 to 3. Further the respondents No.1 also failed to provide any tenancy agreement whereas it is undisputed facts that the deceased has sold out the said property to the appellant and thereafter the appellant tried his level best to get transfer the said property in his favour but of no avail due to non cooperation of the respondents with malafide intentions. It is further submitted that the respondent No.1 to 3 have also filed an application under order VII Rule 11 CPC for rejection of plaint which was allowed by the learned trial court and reject the plaint of the appellant. It is further submitted that the respondent No.4 &5 have also submitted their written statement and alleged that they are not aware about the execution of sale agreement, and also stated that the deceased is not authorized to execute sale agreement with respect of said property, hence this appeal on consideration of following grounds: -

(Copies of the written statements , application under order VII Rule 11 CPC , and counter affidavit filed by the appellant are filed herewith and marked as annexure A/ to A/)

11. That for the purpose of court fee and jurisdiction the appeal is valued at Rs 5 Million, damages 5 million and permanent injunction , the appeal is valued at Rs.1,20,00,000/- and the same value is made for the appeal.

GROUNDS

1. That the impugned judgment and order of the Learned Trail Court on facts and law is unjust, inequitable, erroneous and liable to be set-aside.
2. **That** the impugned order has been passed without considering the facts, law, which is not in consonance with precedents made by **Hon'able Superior Judiciary** in this respect.
3. **That** the impugned order is arbitrary and has been passed in hurry manner without applying the judicial mind.
4. That the learned Trial Court while passing the impugned order failed to appreciate the case from its proper perspective and has reached to the wrong conclusion.
5. That the learned lower court has misread the evidence and documents produced by the appellant and filed this order in hassle and erroneous manner.
6. That the learned lower court has not give any weight to the documents produced by the appellant inspite of that the said documents gone unrebuted.
7. That the Learned Trial Court has failed to consider that the respondent has not disputed the fact that the appellant is in possession but wrongly claimed that he is tenant but failed to bring on record any documentary evidence of their stance, whereas the appellant has produced all the relevant documents despite the facts the learned trial court has erroneously come to the conclusion that the

appellant has failed to consider and passed the impugned order and debar the plaintiff to prove his case though his possession is undisputed and is in possession since long and doing his business over the said since the year

8. That the learned trial court has failed to consider that the respondent malafidely, willfully or an act of dishonestly has mislead and the suit for specific performance needs evidences and cannot be decided in application under order VII Rule 11 CPC.
9. That, the leaned trial court ought to have frame issues at to cause of action, limitation and territorial jurisdiction so that substantive justice could be achieved.
10. That it is settled principle of law that matters be decided on evidence on record and full fledge trial on the basis of merits instead of knocking any of the parties on technical grounds.
11. That the appellant crave leave of this Honorable Court to add further ground at the time of hearing of this appeal.

PRAYER

It is, therefore, prayed that this Honorable Court may be pleased to call R & P of Suit No (SIHSB/ Plaintiff Versus Mrs MB/Defendant 1 & Others) from the court of IIIrd Senior Civil Judge Karachi West, and after going through the facts

and grounds mentioned in this appeal and evidence and records and proceedings in the said suit and set aside the order passed by the learned trial court, and decide the same in favour of the appellant and decree the suit in his favour or pass any other or further order which this Honorable Court may deem fit and proper under the circumstances, of the case.

Karachi

Dated

Appellant
Through attorney

Advocate for the Appellant

VERIFICATION

I, SJAB son of SIHSB/ Plaintiff, Muslim, adult, resident of Karachi, the attorney of the appellant above named do hereby state and verify on oath that whatever stated above is true and correct to the best of my knowledge and belief.

Copy of the power of attorney is filed herewith and marked as annexure A/

Deponent

Documents filed : Annexure A/1 to A/

Address of the parties: As given in the title.

Address for Service :

IN THE COURT OF DISTRICT AND SESSION JUDGE KARACHI (WEST)

Civil Appeal No /2021

SIHSB/ Plaintiff Appellant

VERSUS

Mrs. MB/Defendant 1 & Others Respondents

**APPLICATION U/S 149 CPC FOR
EXEMPTION OF COURT FEE**

For the reasons disclosed in the accompanying affidavit, it is prayed that this Hon'ble Court may graciously be pleased to exempt the appellant from Court Fee for the time being as the present financial position of the appellant is very weak and he cannot pay the same, however he undertakes and assure that the appellant will pay the Court Fee as and when his Financial Position become sound.

The application is made in the interest of justice.

Karachi:

Dated: Advocate for the Appellant

IN THE COURT OF DISTRICT AND SESSION JUDGE KARACHI
(WEST)

Civil Appeal No /2021

SIHSB/ Plaintiff

Appellant

VERSUS

Mrs. MB/Defendant 1 & Others

Respondents

AFFIDAVIT IN SUPPORT OF APPLICATION U/S 149 CPC
FOR EXEMPTION OF COURT FEE

I, SJAB son of SIHSB/ Plaintiff, Muslim, Adult, R/o Karachi, do hereby state on oath as under:

1. That I am attorney of the appellant in the above case as such am fully conversant with the facts of the case.

2. That the accompanying application has been drafted and filed under my specific instructions and for the sake of brevity the contents of the same may be treated as part and parcel of this affidavit.

3. That I state that at present financial position is very weak and the appellant cannot pay the same, however he undertakes and assures that he would pay the Court Fee as and when his Financial Position become sound.

4. That unless the accompanying application is allowed as prayed the appellant shall be seriously prejudiced and shall suffer irreparable loss.

5. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi
Dated

Deponent

IN THE COURT OF SR. CIVIL JUDGE WEST AT KARACHI
Civil Suit No. / 2020

MTA/Plaintiff

Plaintiff

VERSUS

1. MA / Defendant 1
2. AM / Defendant 2
3. TM / Defendant 3
4. ZAT / Defendant 4
5. T Builders and De

Defendants

SUIT FOR DECLARATION, PERMANENT INJUNCTION, POSSESSION AND CANCELLATION OF DOCUMENTS

The plaintiff abovenamed most respectfully begs to submit as under:-

1. That, the plaintiff is an educated, edified and respectable citizen of Pakistan. He is a retired Government Officer of BPS-19 and at the time of his retirement, he was serving in ABC Authority of Pakistan, Islamabad.

(Copy of Service Identity Card for Retired Employees of the plaintiff is attached and marked as annexure P/1).

2. That the plaintiff is the lawful owner of a plot of land admeasuring 240 square yards, bearing Plot / House No. AFD Karachi, along with constructions hereinafter referred to as the said Plot.
3. That the defendant No.5 being builders and developers announced a project of plotting under the name and style of, Karachi on installments basis and applications were sought from general public. The plaintiff applied for a plot vide application dated AE-E-AIIF and also paid Rs.7000/- booking charges at Bank, Karachi, in the said scheme and he succeeded to get the above said plot in the said project.

(Copy of Initial Application Form is attached and marked as annexure P/ 2)

4. That thereafter, the plaintiff made all the payments well in time as per given schedule of the defendant No. 5 through cash and bank cheques i.e. (1) Cheque No. 00000000, amounting of Rs.17000/- dated 0A-0I-AIIF, drawn at Bank2 Branch, (2) Cheque No. 0011111, amounting of Rs.18000/- dated 20-05-2006, drawn at Bank 3, Karachi and (3) Cheque No. 11111111, amounting of Rs.9000/- dated B0-A0-AIII, drawn at Bank 4 ,Lahore.

(Copies of Payment Slips of cash and through Cheques are attached and marked as annexure P/ to P/)

5. That, in the meantime, the defendant No. 5 also issued Provisional Allocation Letter No. BDCI vide receipt dated BI-0F-AIIF to the plaintiff.

(Copies of Provisional Allocation letter is attached herewith and marked as annexure P/)

6. That on or about BG-C-B00F, the defendant No. 5 through its counsel has published a public notice in newspaper Daily Jung, Karachi wherein called the genuine allottees for possession and / or refund of amount who are unable to pay the dues /

installments. It is submitted that in response to said public notice the plaintiff approached the defendant No. 5 and submitted all the relevant documents and the defendant No. 5 after verification of all documents was pleased to issue Possession Order to the plaintiff and took its acknowledgment after granting physical possession with its site plan. It is pertinent to mention that earlier Plot No .ACE was provisionally issued by the defendant No. 5 but later on due to updation of site plan and map the same was transferred to AFD.

7. That on or about A0-H-B00F, the defendant No.5 also issued Verification Letter bearing reference No. dated A0-H-B00F in respect of the above plot in favour of the plaintiff.

(Copy of Verification Letter is attached herewith and marked as annexure P/)

8. That the plaintiff after getting physical and vacant possession of the above said plot on 0G-F-B00F, from the defendant No.5 , has constructed boundary wall, two rooms, a kitchen and bathroom and deputed one Mr BA along with his son MOA, as Chowkidars to look after the said plot / house and they started living over there.

9. That on or about CA-AB-B0AI, the defendants No.1 to 4 along with other Gunda elements /land grabbers fully equipped with heavy arms, raided the above said plot/house misbehaved and threatened of dire consequence to the said Chowkidars and on gun point forcibly occupied the above said plot/ house. It is pertinent to mention that at the time of illegal occupation of the said house by the defendant No. 1 to 4, building / construction materials of the plaintiff were also lying in the said house which has also been retained by the said defendants No. 1 to 4.

10. The incident was promptly reported to the plaintiff by the said BA on the same day and matter was reported to Police Station by the said Chowkidars against the above said illegal occupants / defendants No. 1 to 4.

(Copy of Complaint is attached herewith and marked as annexure P/)

11. That meanwhile the defendant No. 5 issued "No Objection Certificate" in the name of the plaintiff for under development and lease charges which is in process vide reference No. .

(Copy of No Objection Certificate is attached herewith and marked as annexure P/)

12. That it is averred that the matter was promptly reported at the above said Police station but no legal action / FIR was lodged against the above said illegal occupants / encroachers, as the illegal occupants / defendants No. 1 to 4 have links with Land Mafia and different political parties. In order to get justice the plaintiff wrote letters / complaints to SSP West through DSP and also approached Inspector General of Police through online Tracking No. dated AE-0F-B0B0, and also wrote letter who was pleased to order for legal action to the concern SHO and as such FIR No. was lodged on 0E-0G-B0B0 at Karachi. It is further submitted that on or about AF-0G-B0B0, the Investigating Officer of the above FIR wrote a letter to the defendant No. 5 for verification of ownership of the said plot / house and in response to the said letter, the defendant No. 5 issued Verification Letter bearing reference No ,dated AI-0G-B0B0, wherein the ownership of the plaintiff with respect to the above plot / house was confirmed but till to date the concerned SHO has failed to get possession of the above said plot from the defendants No.1 to 4 and to hand over the physical and vacant possession of the said plot/ house to the plaintiff.

**(Copies of complaint to SSP West, Complaint to IG Police,
FIR, Application to Project Director and verification letter are
attached and marked as annexure P/ to P/)**

13. That , recently it has come in the knowledge of the plaintiff that the defendant No.1 has filed a collusive suit being Civil Suit No. before the _____ Civil Judge West at Karachi for permanent injunction against one son of not known and Welfare Association wherein he claimed to be the owner of the above said plot on the basis of forged and fabricated documents for getting restraining order from the honorable court of law over the said plot. It is further submitted that the said defendant No.1 with malafide intention has not made the plaintiff as a party in the said suit knowingly very well that he the actual and lawful owner of the said plot.

**(Copy of the plaint along with all annexures are filed
herewith and marked as annexure P/)**

13. It is pertinent to mention that the plaintiff has visited the site and asked the defendants No. 1 to 4 to vacate the same and hand over the physical possession to the plaintiff as he is lawful owner of the said plot but they instead of vacating the same, have threatened the plaintiff to face dire consequences.

14. That it is pertinent to mention that after illegal possession of the above said plot/ house, the plaintiff has approached the law enforcement agencies and submitted applications to SHO, DSP, SSP, IG Police as well as to the Honorable Court of law but due to Covid-19, his all legal approaches were turned down and could not be treated as per law, as such the suit could not be filed earlier, hence this suit.

15. That, the cause of action for filing the above suit accrued to the plaintiff against the defendants on AE-E-AIIF when the plaintiff booked the said plot and thereafter payment of amounts become owner of the said plot, and the defendant No.5 delivered the physical, vacant possession of the said plot and lastly on CA-AB-B0AI, when the defendants No.1 to 4 along with gunda elements has forcibly occupied the said plot / house and thereafter approached the law enforcement agencies / legal forum but due to Covid-19 , his complaints were not treated and moreover due to court works suspension he could not file the case, and the said cause of action is still continued since then the defendants No.1 to 4 and their men / gunda elements are extending threats to the plaintiff as well as due to the illegal acts of the defendant No.1 to 4, their men causing the damages, losses to the plaintiff' plot.

14. **That**, the above said house premises is situated within the local limits of Police Station _____, which falls within the jurisdiction of this Hon'ble Court, as such this Hon'ble Court has jurisdiction to proceed the above matter.

15. **That** the proper court fee has been affixed accordingly.

PRAYER

It is, therefore, respectfully prayed in this Hon'ble Court that to pass the Judgment and Decree against the defendants and in favour of plaintiff as under:

- a) To declare that the plaintiff is lawful owner of the property i.e. plot of land admeasuring 240 square yards, bearing Plot No. AFD Karachi along with construction.

- b) To direct the defendants No. 1 to 4 to vacate the above suit property i.e. plot of land admeasuring 240 square yards, bearing Plot / House No. AFD Karachi and hand over the vacant and physical possession of the suit property to the plaintiff.

- c) To cancel the title documents produced by the defendant No.1 in his favour in respect of suit property i.e. Plot of land admeasuring 240 square yards, bearing Plot / House No. AFD Karachi.
- d) To restrain the Defendants No.1 to 4, their agents, Sub-ordinates, Servants, employees, attorney(s) or any other persons on their behalf to not illegally use the suit property Viz. Plot of land admeasuring 240 square yards, bearing Plot/ House No. AFD Karachi and vacate the plot and hand over the peaceful possession of the plot to the plaintiff and further restrain the defendant No.1 from issuing threats for dire consequences as well as harassing, pressurizing, forcing and giving mental torture to the plaintiff, illegally and unlawfully and / or creating third party interest in the suit property, in any manner whatsoever.
- e). Cost of the suit.
- f). Any other or further relief which this Hon'ble Court may deem fit and proper in the interest of justice.

Karachi:

PLAINTIFF

ADVOCATE FOR THE PLAINTIFF

VERIFICATION

I, MTA/Plaintiff, Muslim, Adult, R/o Karachi, the plaintiff in the above matter and am well conversant with the facts of the case and do hereby on Oath and verify the contents of the above paras, say the same are true to the best of my knowledge and belief.

Karachi:

Dated: D E P O N E N T

DOCUMENTS FILED: As per Annexures.

DOCUMENTS RELIED UPON: Original of the above and many other relevant documents

ADDRESS OF THE PARTIES: As in the title.

ADDRESS FOR SERVICE OF PLAINTIFF's COUNSEL: As in Vakalatnama.

IN THE COURT OF SR. CIVIL JUDGE WEST AT KARACHI

Civil Suit No. / 2020

MTA/Plaintiff

Plaintiff

VERSUS

MA / Defendant 1 & Others

Defendants

APPLICATION U/O XXXIX RULE 1 & 2
R/W SECTION 151 CPC.

For the reasons & facts disclosed in the main plaint as well as in the accompanying affidavit, it is prayed on behalf of plaintiff that this Hon'ble Court be pleased to restrain the Defendants No.1 to 4, their agents, Sub-ordinates, Servants, employees, attorney(s) or any other persons on their behalf to use illegally the suit property Viz. Plot of land admeasuring 240 square yards, bearing Plot/ House No. AFD Karachi and vacate the plot and hand over the peaceful possession of the plot to the plaintiff and further restrain the defendants No.1 to 4 from issuing threats for dire consequences as well as harassing, pressurizing, forcing and giving mental torture to the plaintiff, illegally and unlawfully and / or creating third party interest in the suit property, in any manner whatsoever without due course of law.

Ad-interim order in terms of the above are also solicited.

Karachi:

Dated: -10-2020

ADVOCATE FOR THE PLAINTIFF

For Immediate Use Only
on behalf of plaintiff

IN THE COURT OF SR. CIVIL JUDGE WEST AT KARACHI

Civil Suit No. / 2020

MTA/Plaintiff

Plaintiff

VERSUS

MA / Defendant 1 & Others

Defendants

AFFIDAVIT

I, MTA/Plaintiff, Muslim, Adult, R/o Karachi, hereby state on Oath as
under:-

1. That I am the plaintiff in the above matter as well as deponent of this affidavit, hence fully conversant with the facts of this affidavit.

2. That the accompanying application U/O XXXIX Rule 1 & 2 CPC has been drafted and preferred upon my specific instructions, contents

whereof as well as of the plaint may kindly be treated as part and parcel of this affidavit for the sake of brevity.

3. That I say that I have a got prima facie case in my favour and balance of convenience also lies in my favour.

4. That until and unless the accompanying application is allowed I shall suffer irreparable loss and be prejudiced.

5. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi:

D E P O N E N T

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)**

Civil Suit No. of 2023

ANA / Plaintiff S/o AA
Karachi

Plaintiff

VERSUS

1. RA S/o MA ,
Karachi
2. SA / Defendant 2 S/O AA
since deceased through his Legal Heirs: -

- | | | |
|----|-----|------------|
| a. | SAS | (Son) |
| b. | FA | (Son) |
| c. | G | (Son) |
| d. | N | (Son) |
| e. | F | (Daughter) |
| f. | Z | (Daughter) |
| g. | MUN | (Daughter) |
| h. | NZ | (Daughter) |
| i. | S | (Daughter) |
| j. | NE | (Daughter) |
| k. | B | (Daughter) |

All Muslims, Adults, Residents of
Karachi.

3. MNA S/o AA,
Muslim, Adult, Resident of Karachi.

4. KB W/O MU (Late)
D/o AA
Since deceased, through her legal heirs:-

- | | | |
|----|-----|------------|
| a. | MM | (Son) |
| b. | AM | (Son) |
| c. | ANM | (Son) |
| d. | R | (Daughter) |
| e. | AS | (Daughter) |

All Muslims, Adults, Residents of Karachi.

5. SAL S/o AA
Muslim, Adult, Resident of , Karachi.

6. KA / Defendant 6 S/o AA
Muslim, Adult, Resident of
Karachi.

7. RB /Defendant 7 D/o AA
Muslim, Adult, Resident of,

Karachi.

8. AB /Defendant 8 D/o AA
Muslim, Adult, Resident of Karachi.
Defendants

**SUIT FOR DECLARATION, CANCELLATION, POSSESSION,
PARTITION, MENSE PROFIT & PERMANENT INJUNCTION**

The Plaintiff above named respectfully submits his case as under: -

1. That the Plaintiff is an edified, religious, law abiding and peace-loving citizen of Islamic Republic of Pakistan and having good reputation in the locality.

2. That the plaintiff and the defendants No.1 to 8 are the real brothers and sister in relations. It is further pertinent to mention here that one brother Mr SA / Defendant 2 was expired on CA-0H-200H and one sister Mst KB was expired on 28.07.1978, hence their legal are hereby made the parties hereinabove.

(Photocopies of the CNICs of the parties and Death Certificates deceased defendants No.1 to 8 are annexed herewith and marked as annexure "P/1 to P/ ")

3. That the father of the plaintiff and defendants i.e. Haji AA S/o Muhammad Ali was expired on 14.02.2017 and mother of the plaintiff and defendants Mst Shamim Bano Wd/o Haji AA (Late) was expired on 12.06.2020.

(Photocopies of the Death Certificates of the parents are annexed herewith and marked as annexure "P/ to P/)

4. That parents of the parties have left behind the following properties as mentioned below and as per Schedule of properties, description of the same are as follows: -

1. House No.1/1331, Shah Faisal Colony, Reta Plot No.1, Karachi.
2. House No.1/1333, No.1 Shah Faisal Colony, Reta Plot No.1, Karachi.
3. House No. 1/1346, Shah Faisal Colony, Reta Plot No.1, Karachi.
4. House No. A/113/1, Al-Falah Society, Drigh Road, Karachi.
5. House No. D-2, Taj Centre, Shah Faisal Colony, Karachi.
6. House No.1/1348-C, No.1 Shah Faisal Colony, Reta Plot, Karachi.

7. House No.1/102, No.1 Shah Faisal Colony, Karachi.
8. House No. B-06, Saima Luxury Home, Bagh-e-Korangi, Karachi.
9. House No.1/1347, Shah Faisal Colony, Reta Plot No.1, Karachi.
10. Shops No. 14, 15, 25, 26, Shama Shopping Centre, Shah Faisal Colony, Karachi.
11. Godown No. 14 & 15, Shama Shopping Centre, Shah Faisal Colony, Karachi.
12. Shop No D-2, Saddar, Muhammad Ali Centre, Karachi.

(Hereinafter referred to as the Suit Properties)

**(Photocopies of Relevant Documents in respect of the Suit Properties are need herewith and marked as annexure
P/ to P/)**

5. That as per title documents of the suit property clearly shows, as ownership, entitlement of the plaintiff, as the defendants No.1 to 8 have, though the plaintiff is the equivalent shareholder in respect of the suit property, which fact duly known by the defendants No.1 to 8, despite which the defendants No.1 to 8 above named are fully trying to deprive the plaintiff from his part of share in respect of the suit property,

inasmuch as the defendants No. 1 to 8 also enjoying the rents from the suit properties left by the deceased parents of the plaintiff, hence the plaintiff having full rights, titles and interests upon the suit properties, which the plaintiff is claiming but the defendants No.1 to 8 are not inclined to give the plaintiff his part of share.

6. That it is humbly submitted that the plaintiff filed a Civil Suit No. 52/2022, against the defendants for administration, partition of shares mesne profit & permanent injunction wherein the defendant No (s). 1, 5 & 8 and disclosed that all the properties except property at serial No.3 i.e. House No. 1/1347, Shah Faisal Colony, Karachi have been illegally and unlawfully orally gifted / transferred in their respective names as per detail appended below: -

a. The House No. 1/1331, Shah Faisal Colony, Reta Plot No.1, Karachi is allotted to Mr. AA S/o. Muhammad Ali vide Indenture of Lease Deed dated 25-06-1978 by the District Registrar of Karachi vide Registration No. 597 dated 28th Jan, 1978 which was illegally and unlawfully gifted to Mr. SA / Defendant 2 who died on 31-08-2008.

(Copy of Allotment Order and Indenture of Lease dated 25.06.1978 is attached herewith and marked as Annexure P/)

b. That the House bearing No. 1/1346, Shah Faisal Colony, Reta Plot No.1, Karachi was obtained by Mst. Shamim Bano W/o AA vide Conveyance Deed dated 10-12-1977 by the Sub-Registrar T. Division-III Karachi which was duly registered vide Serial No. 6087 dated 10-12-1977 which was subsequently being orally gifted to Defendant No. 1.

(Copy of Conveyance Deed dated 10.12.1977 is attached herewith and marked as Annexure P/)

c. That the House No. A-113/1, Al-Falah Society, Drigh Road, Karachi was jointly purchased by Defendant No. 5 and Mst. Shamim Bano from Mr. Muhammad Farooq vide Sale Deed dated 12-02-2005 which was duly registered by the Sub-Registrar T. Division-III, Karachi vide Registration No. 175 dated 12-02-2005 and M.F Roll No. 15013 dated 02-03-2005.

(Copy of Sale Deed dated 12.02.2005, is attached herewith and marked as Annexure P/)

d. That the House No. D-2, Taj Center, Shah Faisal Colony, Karachi was purchased by Defendant No. 6, Mr. KA / Defendant

6 from Mst. Hussun Ara Khatoon through General Power of Sub-Attorney dated 05-03-1994 which was duly registered by the Sub-Registrar T. Division-VII, Karachi vide registration No. 1021 dated 05-03-1994 and M.F Roll No. 375D-4 dated 24-04-1994.

(Copy of Power of Attorney of House No. D-2, Taj Centre, Karachi dated 05.03.1994 is attached and marked as annexure P/)

e. That the Shop No. 14, Shama Shopping Center, Shah Faisal Colony, Karachi was orally gifted by Mst. Shamim Bano, Mother of Plaintiff and Defendants to Defendant No. 5 vide Declaration and Confirmation of Oral Gift under Muhammadan Law on 11-07-2007 which was duly being registered by the Sub-Registrar Shah Faisal Town, Karachi registration No. 1733 dated 11-07-2007 and M.F Rolls No. 59387/4451 dated 25-07-2007.

(Copy of Indenture of Oral Gift of shop No. 14 dated 11.07.2007 is attached herewith and marked as Annexure P/)

f. That the Shop No. 15, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally transferred / leased out in the name of Defendant No. 6 vide Indenture of Sub Leases dated 10-01-1995 which was duly being registered by the

Sub-Registrar T. Division-III. Karachi vide registration No. 130 dated 10-01-1995 and M.F Roll No. 2027 dated 21-01-1995.

(Copy of Indenture of Sub-Lease of Shop No. 15 dated 10.01.1995 is attached herewith and marked as Annexure P/)

g. That the Shop No. 25, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally and unlawfully orally Gifted by Mst. Shamim Bano W/o. AA to Defendant No. 6 Mr. KA / Defendant 6 vide Deceleration and Confirmation of Oral Gift of an Immovable Property dated 02-12-1999 which was duly being registered by the Sub- Registrar T-Division-III, Karachi vide registration No. 1271 dated 02-12-1999 and M.F Roll No. 2729 dated 11- 03-2000.

(Copy of Deed of Declaration of Gift of shop No. 25 dated 02.12.1999 is attached herewith and marked as Annexure P/)

h. That the Shop No. 26, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally and unlawfully leased out in the name of defendant No.5 vide Indenture of Sub Leases dated 10- 01-1995 which was duly being registered by the Sub-

Registrar T Division-III, Karachi vide registration No. 128 dated 10-01-1995 & M.F Roll No. 2027 dated 21-01-1995.

(Copy of Indenture of Sub-Lease of Shop No. 26 dated 10.01.1995 is attached herewith and marked as Annexure P/)

i. It is submitted that the Father of the Plaintiff & Defendants, Mr. AA has given General Power of Attorney dated 07-07-2015 to Defendant No.1, Mr. RA against the Shop bearing No. 8. Mezzanine Floor. Muhammad Ali Center, Bohri Bazar, Saddar, Karachi which was subsequently being sold to Mr. Muhammad Abid vide Sale Agreement dated 01-12-2021.

(Copies of General Power of Attorney of Shop No. 8 dated 07-07-2015 along with newspaper cutting and Sale Agreement dated 01.12.2021 are attached herewith and marked as Annexures P/ to P/ respectively)

j. That the Godown No. 14, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally and unlawfully orally gifted by the Mst. Shamim Bano, Mother of Plaintiff & Defendants to Defendant No. 5 namely Mr. Muhammad Sharif Ahmed, vide Declaration & Confirmation of Oral Gift under Muhammadan Law dated 11-07-2007 which was duly being registered by the

Sub-Registrar Shah Faisal Town, Karachi vide registration No. 1734 dated 11-07-2007 and M.F Roll No. 59388 dated 25-07-2007.

(Copy of Indenture of Oral Gift of Godown No. 14 dated 11.07.2007 is attached herewith and marked as Annexure P/)

k. That the Godown No. 13, Shama Shopping Center, Shah Faisal Colony, Karachi was Orally Gifted by the Mat Shamim Bano, Mother of Plaintiff & Defendants to Defendant No. 6 namely Mr. KA / Defendant 6 vide Declaration & Confirmation of Oral Gift of an Immovable Property dated 22-12-1999 which was duly being registered by the Sub-Registrar T. Division, Karachi vide registration No. 1272 dated 02-12-1999 and M.F Roll No. 2729 dated 11-03-2000.

(Copy of Deed of Declaration of Gift of Godown No. 15 dated 02.12.1999 is attached herewith and marked as Annexure P/)

7. That the defendants above have illegally got transferred the above said properties left by the deceased father and mother of the plaintiffs and defendants through illegal and unlawful means in their names in connivance with each other and have deprived the plaintiff

from his respective shares, whereas as per law, the plaintiff and defendants are equal shareholders of all the above said properties.

8. That the defendants No.1 to 8, deliberately and intentionally usurped the entire properties as mentioned above and whenever the plaintiff asked for his part of shares, the defendants No.1 to 8 inspite of consider the ethics uses filthy language with the plaintiff.

9. That due to said illegal act, conduction, and omissions of the defendants No.1 to 8, the plaintiff and his family members sustaining mental torture and agony, but the defendants No.1 to 8 are not inclined to handover the plaintiff's part of share in respect of suit property, due to which the plaintiff having no more remedy but to approach before this Hon'ble Court.

10. That on 18.12.2021, the plaintiff via his counsel duly dispatched a legal notice to the defendants No. 1 to 8, but the same was yet not answered, hence the plaintiff having no remedy but to approach this Hon'ble Court, hence this suit.

(Photocopy of Legal Notice dated: 18.12.2021 along with Courier Receipts are annexed herewith and marked as annexure P/ to P/)

11. That the cause of action has accrued to the plaintiff to file the present suit against the defendants No.1 to 8 on and when the plaintiff asked for his part of shares, in respect of the suit properties left by the deceased parents of the plaintiff, but the defendants No.1 to 8 intentionally and deliberately depriving the plaintiff from his legal and lawful shares in respect of the suit properties left by the deceased parents and on when the plaintiff asked for his part of legal shares the defendants No.1 to 8 used filthy language and abused him and his family and legal notice dated: 17.12.2021, issued to defendants Nos. 1 to 8, through courier services, but no reply has been received till today and lastly when the plaintiff filed Suit No. 52/2022 before this Honorable Court, wherein it disclosed that the defendants have illegally and unlawfully transferred most of the properties left by the deceased parents in their respective names and deprived the plaintiff from his respective share the same is still continuous day by day...

12. That it is further submitted that the cause of action is accrued within the territory of P.S SHAH FAISAL, Karachi, which comes within the jurisdiction of this Hon'ble Court.

13. That the requisite court fee has been affixed and the suit is valued at Rs. 40,00,00,000/-.

14. That the plaintiff, therefore, respectfully prefers the instant suit with the following prayer.

PRAYER

It is therefore, respectfully prayed on behalf of the plaintiff abovenamed that this Honorable court may be pleased to pass Judgment and Decree in favor of the plaintiff and against the defendants as under: -

(a) To declare that the parents of the plaintiffs and defendants are lawful owners of the following properties: -

1. House No.1/1331, Shah Faisal Colony, Reta Plot No.1, Karachi.
2. House No.1/1333, No.1 Shah Faisal Colony, Reta Plot No.1, Karachi.
3. House No. 1/1346, Shah Faisal Colony, Reta Plot No.1, Karachi.
4. House No. A/113/1, Al-Falah Society, Drigh Road, Karachi.
5. House No. D-2, Taj Centre, Shah Faisal Colony, Karachi.
6. House No.1/1348-C, No.1 Shah Faisal Colony, Reta Plot, Karachi.

7. House No.1/102, No.1 Shah Faisal Colony, Karachi.
8. House No.B-06, Saima Luxury Home, Bagh-e-Korangi, Karachi.
9. House No.1/1347, Shah Faisal Colony, Reta Plot No.1, Karachi.
10. Shops No. 14, 15, 25, 26, Shama Shopping Centre, Shah Faisal Colony, Karachi.
11. Godown No. 14 & 15, Shama Shopping Centre, Shah Faisal Colony, Karachi.
12. Shop No D-2, Saddar, Muhammad Ali Centre, Karachi.

(b) To cancel all gift deeds, sale deeds, conveyance deeds, lease deeds and / or any other transfer deed in respect of the above said properties executed in favour of the defendants especially with respect to the properties as per detail given below: -

- a. House No. 1/1331, Shah Faisal Colony, Reta Plot No.1, Karachi is allotted to Mr. AA S/o. Muhammad Ali vide Indenture of Lease Deed dated 25-06-1978 by the District Registrar of Karachi vide Registration No. 597 dated 28th Jan, 1978.
- b. House bearing No. 1/1346, Shah Faisal Colony, Reta Plot No.1, Karachi was obtained by Mst. Shamim Bano W/o AA vide Conveyance Deed dated 10-12-1977 by the Sub-Registrar T. Division-III Karachi which was duly registered vide Serial No. 6087 dated 10-12-1977 which was subsequently being orally gifted to Defendant No. 1.

c. House No. A-113/1, Al-Falah Society, Drigh Road, Karachi was jointly purchased by Defendant No. 5 and Mst. Shamim Bano from Mr. Muhammad Farooq vide Sale Deed dated 12-02-2005 which was duly registered by the Sub-Registrar T. Division-III, Karachi vide Registration No. 175 dated 12-02-2005 and M.F Roll No. 15013 dated 02-03-2005.

d. House No. D-2, Taj Center, Shah Faisal Colony, Karachi was purchased by Defendant No. 6, Mr. KA / Defendant 6 from Mst. Hussun Ara Khatoon through General Power of Sub-Attorney dated 05-03-1994 which was duly registered by the Sub-Registrar T. Division-VII, Karachi vide registration No. 1021 dated 05-03-1994 and M.F Roll No. 375D-4 dated 24-04-1994.

e. Shop No. 14, Shama Shopping Center, Shah Faisal Colony, Karachi was orally gifted by Mst. Shamim Bano, Mother of Plaintiff and Defendants to Defendant No. 5 vide Declaration and Confirmation of Oral Gift under Muhammadan Law on 11-07-2007 which was duly being registered by the Sub-Registrar Shah Faisal Town, Karachi registration No. 1733 dated 11-07-2007 and M.F Rolls No. 59387/4451 dated 25-07-2007.

f. Shop No. 15, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally transferred / leased out in the name of Defendant No. 6 vide Indenture of Sub Leases dated 10-01-1995 which was duly being registered by the Sub-Registrar T. Division-III. Karachi vide registration No. 130 dated 10-01-1995 and M.F Roll No. 2027 dated 21-01-1995.

g. Shop No. 25, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally and unlawfully orally Gifted by Mst. Shamim Bano W/o. AA to Defendant No. 6

Mr. KA / Defendant 6 vide Deceleration and Confirmation of Oral Gift of an Immovable Property dated 02-12-1999 which was duly being registered by the Sub- Registrar T-Division-III, Karachi vide registration No. 1271 dated 02-12-1999 and M.F Roll No. 2729 dated 11- 03-2000.

h. Shop No. 26, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally and unlawfully leased out in the name of defendant No.5 vide Indenture of Sub Leases dated 10-01-1995 which was duly being registered by the Sub- Registrar T Division-III, Karachi vide registration No. 128 dated 10-01-1995 & M.F Roll No. 2027 dated 21-01-1995.

i. Shop bearing No. 8. Mezzanine Floor. Muhammad Ali Center, Bohri Bazar, Saddar, Karachi which was subsequently being sold to Mr. Muhammad Abid vide Sale Agreement dated 01-12-2021.

j. Godown No. 14, Shama Shopping Center, Shah Faisal Colony, Karachi was illegally and unlawfully orally gifted by the Mst. Shamim Bano, Mother of Plaintiff & Defendants to Defendant No. 5 namely Mr. Muhammad Sharif Ahmed, vide Declaration & Confirmation of Oral Gift under Muhammadan Law dated 11-07-2007 which was duly being registered by the Sub-Registrar Shah Faisal Town, Karachi vide registration No. 1734 dated 11-07-2007 and M.F Roll No. 59388 dated 25-07-2007.

k. Godown No. 13, Shama Shopping Center, Shah Faisal Colony, Karachi was Orally Gifted by the Mat Shamim Bano, Mother of Plaintiff & Defendants to Defendant No. 6 namely Mr. KA / Defendant 6 vide Declaration & Confirmation of Oral Gift of an Immovable Property dated 22-12-1999 which was duly being registered by the Sub-Registrar T. Division, Karachi vide registration No. 1272 dated 02-12-1999 and M.F Roll No. 2729 dated 11-03-2000.

(c) To declare all gift deeds, sale deeds, conveyance deeds, lease deeds and / or any other transfer deed in respect of above said properties executed in favour of the defendants especially with respect

to the properties as per detail given in para 6 above are illegal, unlawful, void abi nitio and of no legal effects in the eye of law.

(d) To administer and partition the share of properties in respect of suit properties, physical into record of rights amongst the plaintiff and the defendants No.1 to 8 to the plaintiff or if such partition is not possible then order to sell the properties as mentioned in Schedule of Properties.

(e). To direct the defendants No. 1 to 8 to give/ handover the shares of the plaintiff according to law in respect of the suit properties as mentioned in Schedule of Properties, as per the market value of the suit property or to direct the Nazir of this Hon'ble Court to Sale Out the said suit property and distribute the same in and between the plaintiff and defendants No.1 to 8 accordingly.

(f) Pass a preliminary decree administrating the Estates of deceased parents which includes immoveable properties and for such purpose to appoint the Commissioner / Nazir vested with powers to take such accounts and make such inquiry as may be necessary for expedient and vest him with such further powers as may be necessary

to marshal the assets of the parents of the plaintiff and defendants for administration and distributions amongst the persons entitled thereto.

(g). To direct the defendants No. 1 to 8 to pay the masne profit, as since expiry of the parents, the defendants No.1 to 8 obtaining the rent from the suit properties by depriving the plaintiff of its part.

(h). Permanently restrain the defendants No.1 to 8, their employees, subordinates, agents and/ or any other person(s) acting on their behest to not to create any third-party interest upon the suit properties as mentioned in Schedule of Properties, till the final decision of this Hon'ble Court, in any manner whatsoever, without due course of law.

(i). Cost of the suit.

(j). Grant any other relief/ reliefs which this Hon'ble Court deems fit and proper in the circumstances of the case.

Plaintiff

Karachi
Dated

Advocate for Plaintiff

VERIFICATION

I, ANA / Plaintiff S/o AA, Muslim, Adult, Resident of House No.1/1347, Reta Plot No.1 Shah Faisal Colony, Karachi, do hereby verify on oath at Karachi on this day of November 2023, that whatever is stated hereinabove is true and correct to the best of my personal knowledge.

DEPONENT

DOCUMENTS FILED.	Annexure P/1 to P/
DOCUMENTS RELIED UPON.	Any relevant documents
ADDRESS OF THE PLAINTIFF	As mentioned above.
ADDRESS OF THE COUNSEL	As mentioned in Vakalatnama.

Drafted under the instructions of the plaintiff.

ADVOCATE FOR PLAINTIFF

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff Plaintiff

VERSUS

RA & Others v Defendants

LIST OF LEGAL HEIRS OF PLAINTIFF

1.
2.
3.

In case the death of the plaintiff, the one of the above mentioned legal heirs of the plaintiff shall intimate / inform this Hon'ble Court.

Karachi:

Dated: -12-2023

Advocate for the Plaintiff.

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff Plaintiff

VERSUS

RA & Others v Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFF.

ANA / Plaintiff S/o AA
Muslim, Adult, Resident of
House No.1/1347, Reta Plot No.1
Shah Faisal Colony,
Karachi

Karachi:

Dated: -12-2023

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff Plaintiff

VERSUS

RA & Others v Defendants

APPLICATION FOR EXEMPTION

For the reasons disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the above-named plaintiff that this Hon'ble Court may be pleased to allow them to produce Photocopies of the annexures.

This prayer is made in the larger interest of justice.

Karachi:

Dated: -12-2023

Advocate for the Plaintiff.

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff

Plaintiff

VERSUS

RA & Others

Defendants

AFFIDAVIT

I, ANA / Plaintiff S/o AA, Muslim, Adult, Resident of House No.1/1347, Reta Plot No.1 Shah Faisal Colony, Karachi, do hereby state on oath as under: -

1. That I am the plaintiff in the above suit as such am fully conversant with the facts.
2. That the accompanying application for exemption has been drafted and filed under my instructions and the contents whereof may be treated part and parcel of this affidavit for the sake of brevity.
3. That unless the accompanying application is allowed, I shall seriously be prejudiced and suffer irreparable losses.

4. That whatever has been stated above is true and correct.

Karachi

Dated: -12-2023

DEPONENT

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff

Plaintiff

VERSUS

RA & Others

Defendants

**APPLICATION UNDER RULE 110
OF SINDH CHIEF COURT RULES**

It is respectfully submitted on behalf of the plaintiff above named that this Hon'ble Court may be pleased to take up the above matter as an urgent motion and place the same in the Court or in the chamber on or before _____ in view of the urgency of the matter.

The prayer is made in the larger interest of justice.

Karachi:

Dated: -12-2023

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff Plaintiff

VERSUS

RA & Others v Defendants

AFFIDAVIT

I, ANA / Plaintiff S/o AA, Muslim, Adult, Resident of House No.1/1347, Reta Plot No.1 Shah Faisal Colony, Karachi do hereby state on oath as under: -

1. That I am the plaintiff in the above suit as well as deponent of this affidavit, as such am fully conversant with the facts.
 2. That the accompanying Urgent application has drafted and filed under my specific instructions, the contents whereof are true and correct to the best of my knowledge and may be treated as part and parcel of this affidavit.
 3. That I say that unless the accompanying application is granted the plaintiffs shall be seriously suffer irreparable losses.

4. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: -12-2023

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)**

Civil Suit No. OF 2023

ANA / Plaintiff

Plaintiff

VERSUS

RA & Others

Defendants

INDEX

Sr. No.	Documents	Annexure	Page
1.	Memo of Plaintiff	-----	
2.	Photocopies of the CNICs of the parties and Death Certificates deceased defendants No.1 to 8		
3.	Photocopies of the Death Certificates of the parents		
4.	Photocopies of Relevant Documents in respect of the Suit Properties		
5.	Copy of Allotment Order and Indenture of Lease dated 25.06.1978		
6.	Copy of Conveyance Deed dated 10.12.1977		
7.	Copy of Sale Deed dated 12.02.2005		
8.	Copy of Power of Attorney of House No. D-2, Taj Centre, Karachi dated 05.03.1994		

9.	Copy of Indenture of Oral Gift of shop No. 14 dated 11.07.2007		
10.	Copy of Indenture of Sub-Lease of Shop No. 15 dated 10.01.1995		
11.	Copy of Deed of Declaration of Gift of shop No. 25 dated 02.12.1999		
12.	Copy of Indenture of Sub-Lease of Shop No. 26 dated 10.01.1995		

Sr. No.	Documents	Annexure	Page
13.	Copies of General Power of Attorney of Shop No. 8 dated 07-07-2015 along with newspaper cutting and Sale Agreement dated 01.12.2021		
14.	Copy of Indenture of Oral Gift of Godown No. 14 dated 11.07.2007		
15.	Copy of Deed of Declaration of Gift of Godown No. 15 dated 02.12.1999		
16.	Photocopy of Legal Notice dated: 18.12.2021 along with Courier Receipts		
17.	Urgent Application Alongwith affidavit		
18.	Exemption Application Alongwith affidavit		
19.	Application Under Order XX RULE 13 CPC read with section 151 CPC A/W affidavit.		
20.	Application Under Order XXXIX RULE 1 & 2 CPC read with section 151 CPC A/W affidavit.		

21.	Vakalatnma		
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Karachi:

Dated: -12-2023

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff Plaintiff

VERSUS

RA & Others Defendants

**APPLICATION UNDER ORDER XXXIX RULE 1 & 2 CPC
READ WITH SECTION 151 CPC**

It is prayed on behalf of the Plaintiff above named that this Honorable Court may graciously be pleased to restrain the Defendants, their servants, subordinates, agents and/or anybody else acting through them or on their behalf from mortgaging, alienating, gifting, further transferring/selling mentioned in the schedule of the properties, or to create third party interest in respect of the following immoveable properties left by the deceased parents namely Haji AA S/o Muhammad Ali and Mst Shamim Bano Wd/o Haji AA (Late), in any manner of whatsoever nature, except due course of law in any manner or capacity whatsoever till the final decision of the Hon'ble Court in this regard: -

1. House No.1/1331, Shah Faisal Colony, Reta Plot No.1, Karachi.
2. House No.1/1333, No.1 Shah Faisal Colony, Reta Plot No.1, Karachi.
3. House No. 1/1346, Shah Faisal Colony, Reta Plot No.1, Karachi.
4. House No. A/113/1, Al-Falah Society, Drigh Road, Karachi.
5. House No. D-2, Taj Centre, Shah Faisal Colony, Karachi.
6. House No.1/1348-C, No.1 Shah Faisal Colony, Reta Plot, Karachi.
7. House No.1/102, No.1 Shah Faisal Colony, Karachi.
8. House No. B-06, Saima Luxury Home, Bagh-e-Korangi, Karachi.
9. House No.1/1347, Shah Faisal Colony, Reta Plot No.1, Karachi.
10. Shops No. 14, 15, 25, 26, Shama Shopping Centre, Shah Faisal Colony, Karachi.
11. Godown No. 14 & 15, Shama Shopping Centre, Shah Faisal Colony, Karachi.
12. Shop No D-2, Saddar, Muhammad Ali Centre, Karachi.

Ad-interim injunction is also solicited.

This application is prayed for in the interest of justice.

Karachi

Dated -12-2023

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff Plaintiff

VERSUS

RA & Others Defendants

**AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXXIX
RULE 1 & 2 CPC READ WITH SECTION 151 CPC**

I, ANA / Plaintiff S/o AA, Muslim, Adult, Resident of House No.1/1347, Reta Plot No.1 Shah Faisal Colony, Karachi do hereby state on oath as under: -

1. That I am the Plaintiff in the above referred case and as such, am fully conversant with the facts of this case.

2. That I state that the accompanying application under Order XXXIX, Rules 1 & 2 C.P.C read with section 151 CPC has been drafted and filed under my specific instructions and for the sake of brevity, it is requested that the contents of the same may be treated as part and parcel of this affidavit.

3. That I say that the properties mentioned in the accompanying application are owned by deceased parents of the plaintiff and defendants and all the legal heirs are entitled to have their respective shares in accordance with Muhammadan Law of Inheritance.
4. That unless the accompanying application for interim injunction is allowed as prayed, I shall be seriously prejudiced and shall suffer irreparable loss.
5. That whatever is stated above; is true and correct to the best of my knowledge, belief and information.

Karachi.

Dated

Deponent

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff Plaintiff

VERSUS

RA & Others v Defendants

**APPLICATION FOR PRELIMINARY DECREE IN RESPECT OF
PROPERTIES OF THE DECEASED PARENTS UNDER ORDER XX**
RULE 13 CPC READ WITH SECTION 151 CPC

It is submitted that the father of the plaintiff and defendants i.e., Haji AA S/o Muhammad Ali was expired on 14.02.2017 and mother of the plaintiff and defendants Mst Shamim Bano Wd/o Haji AA (Late) was expired on 12.06.2020 and have left behind the immovable properties: -

1. House No.1/1331, Shah Faisal Colony, Reta Plot No.1, Karachi.
 2. House No.1/1333, No.1 Shah Faisal Colony, Reta Plot No.1, Karachi.
 3. House No. 1/1346, Shah Faisal Colony, Reta Plot No.1, Karachi.
 4. House No. A/113/1, Al-Falah Society, Drigh Road, Karachi.

5. House No. D-2, Taj Centre, Shah Faisal Colony, Karachi.
6. House No.1/1348-C, No.1 Shah Faisal Colony, Reta Plot, Karachi.
7. House No.1/102, No.1 Shah Faisal Colony, Karachi.
8. House No. B-06, Saima Luxury Home, Bagh-e-Korangi, Karachi.
9. House No.1/1347, Shah Faisal Colony, Reta Plot No.1, Karachi.
10. Shops No. 14, 15, 25, 26, Shama Shopping Centre, Shah Faisal Colony, Karachi.
11. Godown No. 14 & 15, Shama Shopping Centre, Shah Faisal Colony, Karachi.
12. Shop No D-2, Saddar, Muhammad Ali Centre, Karachi.

In view of above facts, it is very humbly prayed that his Honorable Court may be pleased to pass the preliminary decree in respect of the above said properties left by the deceased and further be pleased to direct the Nazir of this Honorable Court to collect the rents of the shops and houses including profit of any business of the deceased.

This application is prayed for in the interest of justice.

Karachi

Dated -12-2023

Advocate for the Plaintiff

**IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)**

CIVIL SUIT NO. OF 2023

ANA / Plaintiff

Plaintiff

VERSUS

RA & Others

Defendants

**AFFIDAVIT IN SUPPORT OF APPLICATION FOR PRELIMINARY
DECREE IN RESPECT OF PROPERTIES OF THE DECEASED
PARENTS UNDER ORDER XX RULE 13 CPC READ WITH SECTION
151 CPC**

I, ANA / Plaintiff S/o AA, Muslim, Adult, Resident of House No.1/1347, Reta Plot No.1 Shah Faisal Colony, Karachi do hereby state on oath as under: -

1. That I am the Plaintiff in the above referred case and as such, am fully conversant with the facts of this case.

2. That I state that the accompanying application under Order XX, Rules 13 C.P.C read with section 151 CPC has been drafted and filed under my specific instructions and for the sake of brevity, it is requested that the contents of the same may be treated as part and parcel of this affidavit.

3. That I say that the properties mentioned in the accompanying application are owned by deceased **Haji AA S/o Muhammad Ali and Mst Shamim Bano Wd/o Haji AA (Late)** and all the legal heirs are entitled to have their respective shares in accordance with Muhammadan Law of Inheritance.
4. That unless the accompanying application for preliminary decree is allowed as prayed, I shall be seriously prejudiced and shall suffer irreparable loss.
5. That whatever is stated above; is true and correct to the best of my knowledge, belief and information.

Karachi.

Dated

Deponent

IN THE COURT OF CIVIL JUDGE SOUTH AT KARACHI

Civil Suit No. /2023

Mr. AJB / Plaintiff son of
YMB (Late)
Muslim Adult, Resident Karachi,
through his duly constituted attorney
Mst HB wife of AJB / Plaintiff
Muslim, adult, resident Karachi
Plaintiff

VERSUS

1. Mr. AS / Plaintiff 1 s/o
YMB (Late)

2. Mst. MB / Plaintiff 2 D/o
YMB (Late)

3. Mst RB / Plaintiff 3 W/o
MA (Late)

4. Mst MB / Plaintiff 4
D/o MA (Late)

5. Mr. M / Plaintiff 5 S/o
MA (Late)
Muslim, adult , resident of

6. Mr. AA / Plaintiff 6
S/o MA (Late)

7. Mr. M / Plaintiff 7 S/o
MA (Late)

All Muslims, Adults, Resident of House Karachi

8. Mst SB / Plaintiff 8 daughter of
YMB (Late)
Muslim Adult, Resident of

Karachi,

9. NAB / Plaintiff 9 son of
YMB (Late)

Muslim Adult, Resident of

Karachi,

10. Sub Registrar
K.M.C. & Katchiabadies, Karachi
Having office at

Karachi

Defendants

**SUIT FOR DECLARATION, POSSESSION,
ADMINISTRATION, PARTITION, MESNE PROFIT AND PERMANENT
/ MENDATORY INJUNCTION**

1. That the plaintiff is law abiding and peace loving member of the Society, honest, brave, have got good reputation and is one of renown personality of the society. It is further submitted that presently in connection with his job, he is living at _____ USA.
2. That the father/grandfather namely YM and mother/grandmother namely Mst SYMof the plaintiff and defendants No.1 to 9 jointly purchased an immoveable property i.e. House No. AEG Karachi, hereinafter referred to as the **Said Property**, in the year 19G0 in Katchi Abadi as at that time, the said property was not registered or leased out in the name of any of the above owners.

3. That the deceased parents after raising construction over the said property started living jointly in the said property. It is further submitted that requisites meters of gas and electric were installed over the said property which are still in the name of Mst Sakina. It is further submitted that as per record of rights / PT-1 issued by the Excise and Taxation Control Officers Division , Karachi, the said property is still in the name of SYM.

(Copies of bills and PT-I are filed herewith and marked as annexure P/1 to P/)

4. That parents of the plaintiff and defendant i.e. Mst SYM(mother/grandmother) died on 0C-0E-AIGD and YMB (father/grandfather) died on 0A-0A-200C and both were Sunni Muslim and leaving behind them the following persons as their sole surviving legal heirs: -

- a. Mst MBB Daughter
- b. NAB / Plaintiff 9 Son
- c. MA Son
- d. AS / Plaintiff 1 Bloch Son
- e. AJB / Plaintiff Son

f. Mst SB / Plaintiff 8

Daughter

(Copies of Death Certificates of Mst SYMand Mr YMB are attached herewith and marked as annexure P/ to P/)

5. That it is humbly submitted that one of the legal heirs namely MA mentioned at serial No. 'c' above, the father of the defendants No.3,4 and 5 was a Sunni Muslim, who died on 0E-0C-20AB and leaving behind him the following persons as his sole surviving legal heirs: -

a. Mst RB / Plaintiff 3

Widow

b. M / Plaintiff 7 AB

Son

c. M / Plaintiff 5 AB

Son

d. Mst MB / Plaintiff 4

Daughter

e AA / Plaintiff 6

Son

(Copy of death certificate of Mr MA is attached herewith and marked as annexure P/.....)

6. That it is humbly submitted that after the death of the above said parents of the plaintiff and defendants , all the legal heirs become the co-owners / co-shares of the above said property as per Sharia / law of Inheritance.

7. That the plaintiff and his family resided with their deceased father till 200C at the above said property thereafter the plaintiff shifted to USA while his family also shifted to other accommodation.

(Copies of Passports are filed herewith and marked as annexure P/ to P/)

8. That few years ago in the Year 20AI, the plaintiff came to know that after the death of their father, the defendants in connivance with each illegally, unlawfully, fraudulently and mockery and with collusion of officials of Katchi Abadi Departments and registration office / Defendant No.10 partitioned the said property in three portions i.e. Plot No. AEH/A, AEH/B and AEH/C and succeeded to get transferred the one of the portion of the said property i.e. Plot No. AEH/B in the name of Mst Mukhtair Begum (defendant No.2) , through Lease Deed bearing Registration No.Karachi, dated AF-0G-200E, MF Roll No., dated BI-0H-200E, before Sub Registrar, Karachi.

(Copies of Lease Deed and other documents are filed herewith and marked as annexure P/ to P/)

9. That it is humbly submitted that second portion of property i.e. Plot No. AEH/A was illegally and unlawfully transferred in name of the deceased MA son of YM (husband / father of defendant No. 3 to 7) ,

through Lease Deed bearing Registration No. Karachi, dated AF-0G-200E, MF Roll No. 3733, dated BI-0H-200E, before Sub Registrar, Karachi.

(Copies of Lease Deed and other documents are filed herewith and marked as annexure P/ to P/)

10. That it is humbly submitted that third portion of property i.e. Plot No. AEH/C was illegally and unlawfully transferred in name of AS / Plaintiff 1 son of YM (defendant No. 1) , through Lease Deed bearing Registration No. _____, Book No.I, before Sub Registrar, K.M.C & Katchi-Abadies, Karachi, dated AF-0G-200E, MF Roll No., dated BI-0H-200E, before Sub Registrar, Karachi.

(Copies of Lease Deed and other documents are filed herewith and marked as annexure P/ to P/)

11. That the plaintiff after knowing the above said facts, the plaintiff approached the defendants for his respective shares in the said property as he is also one of the legal heirs and is legally entitled to have shares in the said property but they did not give any heed to his request and refused to give him any shares.

12. That it is humbly submitted that the plaintiff after knowing the above said illegal and unlawful acts of the defendant he sent a legal notice to the defendant No. (No. 1 ,2. 5, 6 & 7) on their given

address dated 16 10 2018 and after receiving the same notice , the said defendants came into the contact of the plaintiff and agreed for sorting out the issue mutually out of the court and the said defendant requested for some time, being a brother and uncle of the said defendants the plaintiff accepted their request and waited for their next response but they again remained silent. It is further submitted that the plaintiff approached many times to the said defendant and requested for sorting out the problem / issue amicably, but they played with delaying tactics and put the plaintiff on false hopes by making false excuses and failed to accede the request of the plaintiff.

13. That it is humbly submitted that the plaintiff again sent legal notice dated through his counsel to the defendants No. 1 ,2. 5, 6 & 7) and demanded for mutation and his legal heirs in the said property but they have failed and neglected to give their reply in response to the said legal notice which shows their connivance and malafide intention . It is further submitted that the plaintiff has also gave public notices in daily newspapers i.e. The Nation and Nai

Baat dated , refraining thereby general public / any person from entering into agreement with respect to the said property.

(Copies of legal notice dated and copies of newspapers are filed herewith and marked as annexure P/ to P/)

14. That the defendants above named since the death of parents have illegally and unlawfully occupied the above said property, knowingly very well that they have no right or title over the said property.
15. That the defendants have been repeatedly apprised by the plaintiffs for partitions of the above said property and distributing the same left by the deceased parents amongst all the legal heirs according to their respective Shares prescribed by Shariah, and to hand over the share of JM which was purchased by their deceased parents, but they always avoided to do so on one pretext or other.
16. That it is humbly submitted that now they have started campaign of harassment, threatening of dire consequences against the plaintiff and pressurizing the plaintiff through illegal and unlawful means / gunda elements with sole motive to usurp the above said property though unlawful means.

17. That the cause of action for filing suit for administration arose to the plaintiff when the parents of the plaintiff and defendants purchased the said property in the year 19G0 , secondly when parents of the parties i.e. Mst SYM(mother/grandmother) died on 0C-0E-AIGD and YMB (father/grandfather) died on 0A-0A-200C, thirdly in the year 200E, when the said property was illegally and unlawfully partitioned and transferred in favour of the defendant No.1,2 and father / husband of defendant No.3 to 7) and thereafter on every dates when the plaintiff approached the defendants for handing over the possession / partition / distribution of the above property and lastly on BE-0B-20BB when the plaintiff approached the defendants through legal notice to distribute the above said property left by the deceased parents and to hand over shares of deceased parents to the plaintiff, but they neglected and refused to divide the said property and the same cause of action is still continuing within the limits of PS _____, Karachi and hence within territorial jurisdiction of this Honorable Court.

18. That for the purpose of jurisdiction the suit is valued Rs.1,00,00,000/- hence maximum court fee of Rs.15,000/- has been affixed on the face of the plaint.

PRAYER

It is, therefore, respectfully prayed on behalf of the plaintiffs above named that this Hon'ble Court may graciously be please to pass the following orders: -

- A. To order the Partition of separate shares of each of the legal heirs of deceased parents Mst SYMand YMB if such separate partition by metes and bounds is not possible or expedient then to order that the property i.e. **House No. AEG Karachi**, be sold and the proceed thereof be distributed amongst the legal heirs in accordance with prescribed shares under the Sunni Muhammadan Law.
- B. To cancel the forged and fabricated three Lease Deeds i.e. bearing Registration No. 0000,1111, and _____, Book No.I, before Sub Registrar, K.M.C & Katchi-Abadies, Karachi, dated AF-0G-200E, MF Roll No., dated BI-0H-200E, before Sub Registrar, Karachi, registered in favour of defendant No.1 ,2 and

deceased MA which they prepared fraudulently and illegally and are voidable Lease Deeds .

- C. To grant permanent / perpetual injunction thereby restraining the Defendant No.1 to 9, their servants, subordinates, agents and/or anybody else acting through them or on their behalf from mortgaging, alienating, gifting, further transferring/selling the property i.e. **House No. AEG Karachi**, or to create third party interest in respect of the said property, in any manner of whatsoever nature, except due course of law.
- D. To appoint Nazir of this Hon'ble Court for partition & distribution of the above said property i.e. **House No. AEG Karachi**, amongst legal heirs of deceased parents as mentioned in para No. 4 and 5, in accordance with the Muhammadan Law of inheritance and for handing over respective share of the plaintiff in the suit property.
- E. To direct the defendant No. 1, to 7 to pay Mesne Profit in the respect of suit property to the plaintiff since their occupation / possession till realization of the suit.

F. For all such further and / or other relief as the nature and circumstances of the case may reasonably legally or justly require be granted.

G. Cost of the suit.

Karachi:

Dated: Plaintiff

Advocate for the Plaintiff

VERIFICATION

I, Mst HB wife of AJB / Plaintiff, Muslim, Adult, Resident of Karachi, the attorney of plaintiff in the above matter and am well conversant with the facts of the case and on this _____ day of February, 2023, at Karachi do hereby on Oath and verify the contents of the above paras, say the same are true to the best of our knowledge and belief.

(Copy of power of attorney is filed herewith and marked as annexure P/)

Karachi:

Dated: Deponent

DOCUMENTS FILED: As per Annexures P/1 to P/

DOCUMENTS RELIED UPON: Original of the above and many other relevant documents

ADDRESS OF THE PARTIES: As in the title.
ADDRESS FOR SERVICE OF

PLAINTIFFS' COUNSEL: As in Vakalatnama.

IN THE COURT OF CIVIL JUDGE SOUTH AT KARACHI

Civil Suit No. /2023

Mr. AJB / Plaintiff

Plaintiff

VERSUS

Mr. AS / Plaintiff 1 & Others

Defendants

LIST OF LEGAL HEIRS OF PLAINTIFF

In case the death of the plaintiff, the one of the above mentioned legal heirs of the plaintiff shall intimate / inform this Hon'ble Court.

Karachi:

Dated: Advocate for Plaintiff.

IN THE COURT OF CIVIL JUDGE SOUTH AT KARACHI

Civil Suit No. /2023

Mr. AJB / Plaintiff

Plaintiff

VERSUS

Mr. AS / Plaintiff 1 & Others

Defendants

ADDRESS FOR SERVICE OF THE PLAINTIFF.

Mst HB wife of AJB / Plaintiff
Karachi

Karachi:

Dated: **Advocate for the Plaintiff**

IN THE COURT OF CIVIL JUDGE SOUTH AT KARACHI

Civil Suit No. /2023

Mr. AJB / Plaintiff

Plaintiff

VERSUS

Mr. AS / Plaintiff 1 & Others

Defendants

INDEX

Sr. No.	Documents	Annexure	Page
1.	Memo of Plaintiff	-----	
2.		P/1	
3.		P/2	
4.		P/3	
5.		P/ to P/	
6.		P/ TO P/	
7.		P/ TO P/	
8.		P/	
9.			

10.			
11.	Application Under order XXXIX RULE 1 & 2 CPC read with section 151 CPC along with affidavit.		
12.	Vakalatnma		

Karachi:

Dated: Advocate for the Plaintiff

IN THE COURT OF CIVIL JUDGE SOUTH AT KARACHI

Civil Suit No. /2023

Mr. AJB / Plaintiff

Plaintiff

VERSUS

Mr. AS / Plaintiff 1 & Others

Defendants

APPLICATION UNDER ORDER XXXIX RULE 1 & 2 CPC
READ WITH SECTION 151 CPC

It is prayed on behalf of the Plaintiff above named that this Honorable Court may graciously be pleased to restrain the Defendants, their servants, subordinates, agents and/or anybody else acting through them or on their behalf from mortgaging, alienating, gifting, further transferring/selling or to create third party interest in respect of the property i.e. House No. AEG Karachi, in any manner of whatsoever nature, except due course of law in any manner or capacity whatsoever till the final decision of the Hon'ble Court in this regard.

Ad-interim injunction is also solicited.

This application is prayed in the interest of justice.

Karachi

Dated

Advocate for the Plaintiff

IN THE COURT OF CIVIL JUDGE SOUTH AT KARACHI

Civil Suit No. /2023

Mr. AJB / Plaintiff

Plaintiff

VERSUS

Mr. AS / Plaintiff 1 & Others

Defendants

**AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXXIX
RULE 1 & 2 CPC READ WITH SECTION 151 CPC**

I, Mst HB wife of AJB / Plaintiff, Muslim, Adult, Resident of Karachi, do hereby state on oath as under: -

1. That I am the attorney of plaintiff in the above referred case and as such, am fully conversant with the facts of this case.

2. That I state that the accompanying application under Order XXXIX, Rules 1 & 2 C.P.C read with section 151 CPC has been drafted and filed under my specific instructions and for the sake of brevity, it is requested that the contents of the same may be treated as part and parcel of this affidavit.

3. That I say that the property mentioned in the accompanying application are jointly owned by deceased grandfather of all the legal heirs and father of the plaintiffs and they are entitled to have their respective shares in accordance with Muhammandan Law of Inheritance.
4. That unless the accompanying application for interim injunction is allowed as prayed I shall be seriously prejudiced and shall suffer irreparable loss.
5. That whatever is stated above; is true and correct to the best of my knowledge, belief and information.

Karachi.
Dated

Deponent

IN THE COURT OF CIVIL JUDGE SOUTH AT KARACHI

Civil Suit No. /2023

Mr. AJB / Plaintiff

Plaintiff

VERSUS

Mr. AS / Plaintiff 1 & Others

Defendants

**SUIT FOR DECLARATION, POSSESSION,
ADMINISTRATION, PARTITION, MESNE PROFIT AND PERMANENT
/ MENDATORY INJUNCTION**

Karachi

Dated: /02/2023

Advocate for the Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE CENTRAL AT KARACHI

Civil Suit No. /2023

1. UF/ Plaintiff 1 S/o FA resident, Karachi
 2. AS/ Plaintiff 2 resident of Karachi Plaintiffs

VERSUS

FAK / Defendant S/o
MJA,
residing at Flat Karachi,

Defendant

SUIT FOR DECLARATION, SPECIFIC PERFORMANCE & RECOVERY OF AMOUNT

The Plaintiffs above named respectfully submit as under: -

1. That the plaintiffs are edified, respectable and law abiding citizen of Islamic Republic of Pakistan and are residing at the above mentioned addresses along with their families and as such they are enjoying reputation among their family friends , colleagues, and general public as well.
2. That the plaintiffs are lawful, joined and exclusive owners of an immovable property i.e. **Leasehold Residential Plot with construction thereon upto ground plus two floors, bearing House on Plot, Measuring 451 Square Yards, situated at Karachi**, hereinafter referred to as the **Said Property** having acquired the same from HR D/o SMR and W/o SH, vide General Power of Attorney Registered, Book No. IV, dated AH-0F-20BA, before Sub Registrar, Karachi and computerized ID DSU KHI, dated C0-0H-20BA.
(Copies of Power of attorney and other title documents are filed herewith and marked as annexure P/ 1 to P/)
3. That it is humbly submitted that defendant approached the plaintiff and showed his consent / desire to purchase the above said property as such both the parties entered into an agreement of sale

dated AD-0G-20BA in respect of above said property for a total sale consideration of Rs.5,00,00,000/- (Rupees Five Crore Only).

4. That at the time of execution of the above said Sale Agreement, the defendant only paid an amount of Rs.75,00,000/- in the following manners: -
 - a. Rs.30,00,000/- (Rupees Thirty lacs only) in cash.
 - b. Rs.40,00,000/- (Rupees Forty Lac only) through bank Cheque No. CA-000000029 dated AD-0G-20BA, drawn on Faysal Bank Branch, Karachi.
 - c. Rs.3,00,000/- (Rupees Three Lac only) through bank Cheque No.dated AE-0G-20BA, drawn on bank, Karachi.
 - d. Rs.2,00,000/- (Rupees Two Lac only) through bank Cheque No.dated AE-0G-20BA, drawn on bank, Karachi.
5. That the balance amount of Rs.4,25,00,000/- was required to be paid by the defendant to the plaintiffs at the time of execution of General Power of Sub-Attorney/ Sale Deed/ Transfer before the concerned Registrar, Karachi, in favour of the defendant or his nominee and delivery / handing over the vacant peaceful

possession of the said property. It is further submitted that the defendant further paid an amount of Rs.40,00,000/- in cash on or about 01-0H-20BA vide payment receipt dated 01-0H-20BA.

(Copies of the sale agreement dated AD-0G-20BA along with receipts are attached herewith and marked as annexure P/ to P/)

6. That at this juncture it is prudent to place on record that this agreement of sale between defendant and plaintiffs, which is obligatory by virtue of Section 37 of the Contract Act which is reproduced hereto:

“37. The obligation of parties to Contracts. The parties to a contract must either perform, their respective promises, unless such performance is dispensed with or executed under the provisions of this Act, or of any other law, promises to bind the representatives of the promises in case of the death of such promises before performance, unless a contrary intention.

7. That, subsequently, payment schedule was premeditated between plaintiffs and defendant by consent wherein the payments were specifically scheduled by means of the aforesaid indenture. It is a matter of record that as the Defendant is fully aware about the cost of said property is Rs.5,00,00,000/- but he only managed to pay an amount of Rs. 255,00,000/- for which he was required to pay the same upto 01-2021 but regrettfully observed that inspite of several

payment requests and reminders, Defendant deliberately, intentionally and badly failed to fulfill his part of contract under the Sale Agreement. It is further submitted that the defendant deliberately failed to fulfill his payment/ commitment and defaulted in payment of dues / outstanding sale amount within stipulated time and still an amount of Rs.2,45,00,000/- is outstanding against him.

8. That the plaintiffs had already handed over the possessions to the defendant except ground floor of the said property. It is humbly submitted that the plaintiffs have already transferred the said property in favour of the defendant vide indenture of sale deed registered at No. DFFD , Book No.A, dated BF- 20BA before Karachi and vide computerized ID No. ABC dated 0B-0B-20BB

(Copy of Sale Deed is filed herewith and marked as annexure P/)

9. That, it has been regretfully observed that inspite of several requests / reminders the defendant has not made any efforts to pay his outstanding balance as stated in above paras. It is further submitted that the defendant is in arrear of Rs.245,00,000/- and is

liable to pay the same to the plaintiffs but no heed has been given by the defendant to the said requests / reminders.

10. That on _____ the defendant illegally and unlawfully occupied the ground floor of the above said property in absence of the plaintiffs along with all fixing, fixture, furniture's and other household articles which includes, two A/Cs, Fridge, deep refrigerator and other valuable articles, including cash amount lying in the Almirah , which totally cost at Rs.40,00,000/- and since then the defendant has illegally occupying the same. It is further submitted that the recently it transpired that defendant is intending to demolish the said house with the intention to reconstruct the same without paying the above said outstanding amount and cost of furniture and household articles of the plaintiffs.

11. That therefore, no option left for the Plaintiffs, filing the suit against the Defendant for the recovery of dues as the breach of contract act done by the Defendant side under the Contract Act section 39 and under section 193 P.P.C. R/w Section 476 Cr. P.C.

12. That the cause of action firstly accrued to the plaintiff against the defendant when the defendant got the suit property purchased the same vide agreement of sale dated AD-0G-20BA, secondly when the plaintiffs registered Sale Deed of the said property in favour of the defendant, thirdly when the defendant failed to pay the remaining sale consideration and lastly on _____, when he illegally and unlawfully occupied the ground floor of the said property along with household articles costing to the amount of Rs.40,00,000/-, the said cause of action further arose when the defendant malafidely and dishonestly caused inordinate delay in paying the above said amount and committed willful default, and the same cause of action still arise even till today, hence this suit.
13. That for the purpose of declaration, specific performance, permanent Injunction and recovery, the suit is valued at Rs.5,40,00,000/- and as such, the maximum court fee of Rs.15,000/- has been paid which is affixed hereto. This Hon'ble Court has jurisdiction in the matter, as the property is situated within the territorial jurisdiction of this Hon'ble Court. i.e. P.S. _____, Karachi.

PRAYER

It is therefore prayed on behalf of the plaintiff above named that this Hon'ble court may graciously be pleased to pass judgment and decree in favour of the plaintiff and against the defendant as follows:

- A. Declare that time, agreed by the defendant, was essence of the contract, the defendant has failed to fulfill his commitment and committed willful default in payment of outstanding dues within stipulated times strictly in terms of Section 37 of the contract Act, is liable to pay the remaining sale consideration of Rs.2,45,00,000/- and / or cancel the Sale Deed of the said property bearing Registration No. DFFD, Book No.A, dated AF-AA-20BA before Sub Registrar Karachi and vide computerized ID No. dated 0B-0B-B-BB.
- B. To direct the defendant to perform his part of contract and pay the remaining sale consideration of Rs. 2,45,00,000/- payable against the defendant.
- C. To direct the defendant to pay an amount of Rs. 40,00,000/- cost of the household articles lying at ground floor of the said property

which has illegally and unlawfully retained by the defendant by occupying the same.

- C. Permanently restrain the defendant, his employees, persons, agents, attorneys, or any person acting on his behalf, from taking any action and desist from creating any third-party interest in respect of the suit property i.e. **Leasehold Residential Plot with construction thereon upto ground plus two floors, bearing House on Plot No, Measuring 451 Square Yards, Karachi**, as defendant having no such right or entitlement whatsoever till settlement of above said outstanding amounts/ dues of the plaintiffs.
- D. Cost of the suit.
- E. Grant any further relief to which the plaintiffs is found entitled to in the circumstances, in the interest of justice, equity and fairness.

Plaintiff No.1

Plaintiff No.2

Karachi.

Dated: -10-2023

Advocate for the Plaintiffs

VERIFICATION

We, (1) UF/ Plaintiff 1 S/o FA, holding CNIC and (2) AS/ Plaintiff 2S/o MS, holding CNIC No., the plaintiffs above named , do hereby solemnly

affirm and verify on Oath that the contents of all the above paras including prayer clauses have been drafted as per our instructions and the same are true and correct to the best of our knowledge and belief.

Karachi:

Dated: -10-2023

DEPONENT NO.1

DEPONENT NO.2

DOCUMENTS FILED	As per annexures.
DOCUMENTS RELIED UPON	Original of the Annexures, and all other relevant documents.
ADDRESS OF THE PARTIES	As in Title.
ADDRESS FOR SERVICE OF	
PLAINTIFF'S COUNSEL.	As in Vakalatnama.
IN THE COURT OF KARACHI	SENIOR CIVIL JUDGE CENTRAL AT
Civil Suit No.	/2023

UF/ Plaintiff 1 & Another Plaintiffs

VERSUS

FAK / Defendant Defendant

ADDRESS FOR SERVICE OF THE PLAINTIFFS

1. UF/ Plaintiff 1 S/o FA
Karachi

2. AS/ Plaintiff 2S/o MS
Karachi

Karachi:

Dated: -10-2023

Advocate for the plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE CENTRAL AT
KARACHI

Civil Suit No. /2023

UF/ Plaintiff 1 & Another

Plaintiffs

VERSUS

FAK / Defendant

Defendant

APPLICATION U/O XXXIX RULE 1&2
R/W SECTION 151 CPC.

For the reasons & facts disclosed in the main plaint as well as in the accompanying affidavit, it is prayed on behalf of plaintiffs that this Hon'ble Court be pleased to restrain the defendant, his employees, persons, agents, attorneys, or any person acting on his behalf, from taking any action and desist from creating any third-party interest in respect of the suit property i.e. **Leasehold Residential Plot with construction thereon upto ground plus two floors, bearing House**

Measuring 451 Square Yards, situated Karachi, as defendant having no such right or entitlement whatsoever till settlement of above said outstanding amounts/ dues of the plaintiffs, without due course of law, till the final disposal of this case.

Ad-interim order in terms of the above are also solicited.

Karachi:

Dated: -10-2023

ADVOCATE FOR THE PLAINTIFF

For Immediate Use Only

IN THE COURT OF SENIOR CIVIL JUDGE CENTRAL AT
KARACHI

on behalf of plaintiffs

Civil Suit No. /2023

UF/ Plaintiff 1 & Another

Plaintiffs

VERSUS

FAK / Defendant

Defendant

AFFIDAVIT

I, UF/ Plaintiff 1 S/o FA, Muslim, adult, resident of Karachi, do hereby state on Oath as under:-

1. That I am the plaintiff No.1 in the above matter as well as deponent of this affidavit, hence fully conversant with the facts of this affidavit.
2. That the accompanying application U/O 39 Rule 1 & 2 CPC has been drafted and preferred upon my specific instructions, contents whereof as well as of the plaint may kindly be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that I has got prima facie case in my favour and balance of convenience also lies in my favour.
4. That until and unless the accompanying application is allowed I shall suffer Plaintiff irreparable loss and be prejudiced.
5. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: -10-2023

D E P O N E N T

IN THE COURT OF SENIOR CIVIL JUDGE CENTRAL AT
KARACHI

Civil Suit No. /2023

UF/ Plaintiff 1 & Another

Plaintiffs

VERSUS

FAK / Defendant

Defendant

In case the death of the plaintiffs, the one of above legal heirs
shall appear in this Hon'ble Court

Karachi:

Dated: -10-2023

Advocate for the Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE CENTRAL AT
KARACHI

Civil Suit No. /2023

UF/ Plaintiff 1 & Another

Plaintiffs

VERSUS

FAK / Defendant

Defendant

**APPLICATION U/S 149 CPC FOR EXEMPTION OF
COURT FEE FOR THE TIME BEING.**

For the reasons disclosed in the accompanying affidavit, it is
prayed that this Hon'ble Court may graciously be pleased to exempt

the plaintiffs from Court Fee for the time being as the present financial position of the plaintiffs are very weak and they cannot pay the same, however they undertake and assure that the plaintiffs will pay the Court Fee as and when their Financial Position become sound.

The application is made in the interest of justice.

Karachi:

Dated: **Advocate for the Plaintiffs**
For immediate use in Court
On behalf of the plaintiffs.

IN THE COURT OF SENIOR CIVIL JUDGE CENTRAL AT
KARACHI

Civil Suit No. /2023

UF/ Plaintiff 1 & Another Plaintiffs

VERSUS

FAK / Defendant Defendant

AFFIDAVIT

I, UF/ Plaintiff 1 S/o FA, Muslim, adult, resident of Karachi, do hereby state on Oath as under:-

1. That I am the plaintiff No.1 in the above matter and deponent of this affidavit, as such am fully conversant with the facts of the matter deposed to below.
2. That the accompanying application U/S 149 CPC for exemption of court fee for the time being has been drafted and filed under my specific instructions and the contents whereof are true and correct and the same alongwith contents of the memo of plaint may please be treated as part of this affidavit for the sake of brevity.
3. That I say that I have a good prima facie case, balance of convenience lies in my favour and until and unless accompanying application is granted as prayed I will be seriously prejudiced and shall suffer Plaintiff irreparable loss.
4. That I say that I and plaintiff No.2 are facing hardship / financial losses in our business and undertake to pay the court fee as and when our financial conditions became sound and as well as whenever directed by this Honorable Court.

5. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE CENTRAL AT
KARACHI

Civil Suit No. /2023

UF/ Plaintiff 1 & Another Plaintiffs

VERSUS

FAK / Defendant Defendant

INDEX

Sr. No.	Documents	Annexure	Page
1	Copy of the plaint	-----	
2	Copies of Power of attorney and other title documents	P/1 to P/	
3	Copies of the sale agreement dated AD-0G-20BA along with receipts	P/ to P/	
4.	Copy of Sale Deed	P/	

5	Application Under order XXXIX RULE 1 & 2 CPC read with section 151 CPC along with affidavit.		
6	Application Under Section 149 CPC for exemption of Court Fees along with affidavit.		
7	Vakalatnma		

Karachi:

Dated: -10-2023 Advocate for the Plaintiffs

IN THE HIGH COURT OF SINDH AT KARACHI

F.R.A No. /2021

1. MAA / Plaintiff 1
 Son of GN
 Muslim, adult, resident of Flat Karachi

2. MF / Plaintiff 2 S/o GF
 Muslim, adult, having shop No.A,
 EShop Center,
 Karachi

3. MB / Plaintiff 3 S/o NA
 Muslim, adult, having shop No. B,
 EShop Center,Karachi
 Appellants

VERSUS

MAR / Defendant
 Son of MA, resident of Flat,
 Karachi Respondent

**APPEAL UNDER SECTION 24 OF CANTONMENT
RENT RESTRICTION ACT 1963**

Being aggrieved and dissatisfied with the judgment dated X-Y-20XY passed by the learned Controller of Rents Faisal Cantt, Karachi, upon the respondent's application under section 17(9) of the Cantonment Rent Restriction Act 1963 whereby allowing the same and directed the appellant to hand over the vacant peaceful possession of rented premises to the respondent in Rent Case No. 49/2019 (MAR / Defendant Vs MAA / Plaintiff 1 & Others), the appellants begs to prefer the above appeal before this Honorable Court on the following facts and grounds: -

(Certified true copy of Order dated X-Y-20XY whereof is filed herewith and marked as annexure 'A/1').

FACTS

1. That the respondent filed an application for ejectment under section 17 of Cantonment Rent Restriction Act in respect of rented premises i.e. Shop No. G-A, G-B, situated at EShopping Mall, Karachi, wherein he stated that he is tenant of Shop No. G-A & G-B and running his business He further stated that he

previously filed case No. 555 before VIIIth Sr. Civil Judge / Rent Controller at Karachi East but due to proper pecuniary jurisdiction it was withdrawn from said court and hence he filed the instant rent case. He further stated that he is the tenant and also special attorney of the landlord of the said premises and he further divided the said shop in five portions i.e. Shop No. G, G-A, G-B, G-C & G-D. He rented out the two portions i.e. G-A & G-B to the appellant No.1 at the monthly rent of Rs.1,00,000/- w.e.f Y-Z-20YZ vide tenancy agreement.

2. That it is further alleged in the said application that the said appellant No.1 has subleased these two portions to the appellant No.2 and 3 without any agreement. He further alleged that the appellant is in default of monthly rent w.e.f May 20YZ.
3. That the respondent has further alleged that the appellants are threatening him under the umbrella of Political party for destroying his business and dire consequences.
4. That the said respondent has also filed an application under Section 17(8) of the Cantonment Rent Restriction Act 1963 along

with the above said application for depositing of arrear of rent in respect of above rented premises by the appellant.

(Copies of Ejectment Application and Application under section 17(8) of CRRA 1963 along with annexures are attached herewith and marked as annexure A/ to A/)

5. That the appellants have filed their written statements and denied all the allegations made in the above rent application and stated that the respondent is neither the landlord / owner of the above said rented premises and has no locus standi to file instant rent case. It is further submitted that he has failed to prove the relationship of landlord and tenant which is one of basic ingredients for prove his case. Moreover, he also failed to produce tenancy agreement and any rent receipt issued by him. Moreover, he has failed to produce any lawful authority to file rent case against the appellants and the appellants stated that they have not taken the said premises from the said respondent.

6. It is further submitted that the respondent himself admitted in his written statement filed in Suit No. 999/20YZ has specifically divulged that he has no relation with the opponent and has neither given the said premises to the opponent on rent but later

he filed this false and frivolous case against the appellants on the basis of forged documents.

7. That it is humbly submitted that the appellant has also pointed out that as per clause 7 of Tenancy Agreement executed by the respondent with the said Land owner (landlord) dated A-B-200E, the tenant shall have no right to let or sub-let the said premises or any portion thereof to any other party under any circumstances. The relevant portion of said clause 7 of Tenancy Agreement dated A-B-200E is reproduced as under: -

“Neither the tenant shall have the right to let or sub-let the said premises or any portion thereof to any other party under any circumstances.”

(Copy of the Tenancy Agreement dated A-B-200E is filed herewith and marked as annexure A/)

8. That it is further submitted that the respondent No.1 is claiming rent @ Rs.50,000/- per portion, whereas as per attached so called rent receipt, Rs.60,000/- of Portion G-B was showing which also creates doubt over the said tenancy agreement, which he has no power to execute the same. It is further

submitted that in the said agreement detail of any portion / Shop No. G/A & G/B has been mentioned.

9. That the appellants also filed counter affidavit of above said application under section 17(8) of CRRA 1963 and denied the execution of tenancy agreement and relationship of applicant / respondent as landlord and no relationship of landlord and tenant is existing between the appellants and the respondent as such he has no authority to claim rent from the appellant.

(Copies of Written Statements and Counter affidavit of said application are attached and marked as annexure A/ to A/)

10. That the Learned Trial Court passed an order dated AB-AA-20B0 on the above said application of the respondent wherein directed the appellant No.1 to pay the arrears of rent to the respondent without any lawful authority as no relationship of landlord and tenant was proved which is one of the main ingredient to prove the case. That the appellants have filed his application for redressal of grievances on the legal issues.

(Copies of the order dated AB-AA-20B0 and application for redressal of grievances on the legal

issues along with affidavit are attached herewith and marked as annexure A/ to A/)

11. That on AG-AB-20AI, one MM son of MAR has filed an application under section 17(9) of Rent Restriction Act, 1963, for struck off the defence of appellants , the said application was signed and filed by an incompetent and unauthorized person and the said application is not maintainable under the law but the learned trial court without considering the facts and circumstances raised by the appellants in his counter affidavit, was pleased to pass an impugned order, hence this appeal on following grounds.

(Copies of application under section 17(9) of Rent Restriction Act, 1963 and Counter affidavit filed by the appellants are filed herewith and marked as annexure A/ to A/)

GROUNDS

1. That the impugned order passed upon the above said rent case is not warranted by law and facts of the case.
2. That the Learned Trail court had not advertent to the facts that the respondent has failed to adduce the positive evidence in support of his case and he totally failed to prove the tenancy of the appellant. It is

submitted that the appellants has claimed that he has not taken the said property on rent from the respondent as the respondent has himself stated in the application that he is tenant of one Mst Land owner, and the said issue has yet to be decided that whether he is authorized to give said shops to the appellants if so under what capacity and as such the learned rent controller has passed without having any jurisdiction and as such the said order is liable to be dismissed with special costs..

3. That the impugned order is null, void and bad in law and as such is liable to be set aside.

4. That the impugned order passed by the Learned Trail Court does not warrant by the law and facts as such bad in the eye of law, as such liable to be set aside.

5. That the learned Trail Court has miserably failed to consider the material produced by the parties in support of their contention and as such the Learned Trail Court ought to consider the evidence produce by the appellant and dismissed the respondent's application.

6. That the Learned Trial Court has failed to consider that the respondent by way of hook and crook want to eject the appellant and since from the beginning and the respondent has started a campaign of harassment and blackmailing.

7. That the Learned Trial Court misread and mis appreciating the evidence produce by the parties as such, the impugned order is liable to be set aside.

8. That the learned Trial Court while deciding the respondent's application has failed to consider that the main application for ejection filed by an incompetent person and as such the application is not maintainable under the law and whatever order is passed upon the main ejection application is having no legal entity and under the circumstances the learned trial court ought to dismiss the respondent's application.

9. That the Learned Trial Court has failed to consider that as per clause 7 of Tenancy Agreement executed by the respondent with the said Land owner (landlord) dated A-B-200E, the tenant shall have no right to let or sublet the said premises or any portion thereof to any

other party under any circumstances. The relevant portion of said clause 7 of Tenancy Agreement dated A-B-200E is reproduced as under: -

“Neither the tenant shall have the right to let or sub-let the said premises or any portion thereof to any other party under any circumstances.”

10. That submitted that the respondent is claiming rent @ Rs.50,000/- per portion in the main application , whereas as per attached so called rent receipt, Rs.60,000/- of Portion G-B was showing which also creates doubt over the said tenancy agreement, and he has no power to execute the same. It is further submitted that in the said agreement no detail of any portion / Shop No. G/A & G/B has been mentioned in the said tenancy agreement.

11. That the learned trial Court erred to pass an impugned order without given a proper opportunity of crossing examination of the respondent hearing to the appellants and condemned the appellant unheard. It is submitted that under the circumstances the learned trial ought to have decide the same after come into conclusion that whether the respondent is entitle to file instant application and moreover the main ingredient of rent case i.e. that relationship of landlord and tenant

is yet to be decided and the appellants have not been given proper opportunity for proving the same.

12. That the appellants were not given any opportunity to prove his claim resulting in miscarriage of justice.

13. That the appellants crave to urge other grounds at the time of hearing of appeal.

PRAYER

It is therefore, very humbly rayed that this Honorable Court may be pleased to call for the record and proceeding of the Rent Case No. DI/2019 (MAR / Defendant versus MAA / Plaintiff 1 & Others) from court of learned Controller of Rent Cantonment Board, Faisal Karachi and after hearing the parties, set aside the impugned order and or pass any other or further order which this Honorable Court may deem fit and proper under the circumstances of the case.

Karachi
Dated

Appellant No. 1

Appellant No. 2

Appellant No.3

Advocate for the Appellants

VERIFICATION

I, MAA / Plaintiff 1 Son of GN, Muslim, adult, resident of Karachi, the appellant No. 1 above named, do hereby state and verify on oath that whatever stated above is true and correct to the best of my knowledge and belief.

DEPONENT

Documents filed : Annexure 'P/1 to P/

Address of the parties: As given in the title.

IN THE HIGH COURT OF SINDH AT KARACHI

F.R.A No. /2021

MAA / Plaintiff 1 & Others

Appellants

VERSUS

MAR / Defendant

Respondent

**APPLICATION FOR STAY UNDER SECTION 24(2) OF
CANTONMENT RENT RESTRICTION ACT READ
WITH SECTION 151 CPC**

It is prayed on behalf of the appellants above named that this Honorable Court may be pleased to grant stay of operation of execution proceeding in Rent Case No. DI of 2019 till the disposal of the appeal.

An ad-interim orders to this effect are solicited.

Karachi

Dated Advocate for the Appellants
IN THE HIGH COURT OF SINDH AT KARACHI
F.R.A No. /2021

VERSUS

MAR / Defendant **Respondent**

AFFIDAVIT

I, MAA / Plaintiff 1 Son of GN, Muslim, adult, resident of Karachi,
do hereby state on oath as under: -

1. That I am the appellant No. 1 in the above appeal and as such I am fully conversant with the facts of the case. The accompanying application for stay of execution proceeding has been drafted under my instructions and for the sake of brevity the contents of the same may be treated as a part and parcel of this affidavit.
2. That I have filed this appeal on sound grounds and am sanguine of my success therein.
3. That I state that I have every apprehension that the respondent may obtain an order of ejectment and I am likely to be ejected from the premises in question unless this Honorable Court grants the stay as prayed for.
4. That unless the accompanying application is allowed as prayed I and other appellants shall suffer irreparable loss.

That whatever is stated above is true and correct to the best of my knowledge and belief.

Karachi.

Dated /04/2021

Deponent

IN THE HIGH COURT OF SINDH AT KARACHI

F.R.A No. /2021

MAA / Plaintiff 1 & Others

Appellants

VERSUS

MAR / Defendant

Respondent

INDEX

<u>Sr. No.</u>	<u>Description of documents</u>	<u>Annexure</u>	<u>Page</u>
1.	Memo of Appeal		
2.	Certified true copy of Order dated X-Y-20XY	A/1	
3.	Copies of Ejectment Application and Application under section 17(8) of CRRA 1963 along with annexures	A/2 to A/	
4.	Copy of the Tenancy Agreement dated A-B-200E	A/	
5.	Copies of Written Statements and Counter affidavit of said application	A/ to A/	
6.	Copies of the order dated AB-AA-20B0 and application for redressal of grievances on the legal issues along with affidavit	A/ to A/	
7.	Copies of application under section 17(9) of Rent Restriction Act, 1963 and Counter affidavit filed by the appellants	A/ to A/	

8.	Application for stay under Section 24(2) of Cantonment Rent Restriction Act read with section 151 CPC along with supporting affidavit.		
9.	Application Under Rule IX Chapter 3-A volume V High court rules & orders along with supporting affidavit.		
10.	Application for exemption for filing original / certified copies of annexures along with supporting affidavit.		
11.	Vakalatnama		

Karachi

Dated Advocate for the Appellants
IN THE HIGH COURT OF SINDH AT KARACHI

F.R.A No. /2021

MAA / Plaintiff 1 & Others

Appellants

VERSUS

MAR / Defendant

Respondent

APPLICATION UNDER RULE IX CHAPTER 3-A VOLUME V

HIGH COURT RULES & ORDERS

For the facts and reasons disclosed in the accompanying affidavit as well as in main appeal and stay application, it is respectfully

prayed on behalf of the appellants named above that this Hon'ble Court may be pleased to treat this matter as urgent one and that it may be fixed for orders/Katchi Peshi in Court or Chamber on _____.

Prayed accordingly in the interest of justice.

Karachi:

Dated: /04/2021

Advocate for Appellants

IN THE HIGH COURT OF SINDH AT KARACHI

F.R.A No. /2021

MAA / Plaintiff 1 & Others

Appellants

VERSUS

MAR / Defendant

Respondent

AFFIDAVIT

, MAA / Plaintiff 1 Son of GN, Muslim, Adult, resident of Karachi, do hereby state on oath as under: -

1. That I am the Appellant No.1 in the above petition and as such fully conversant with the facts of the case.

2. That the accompanying application under Rule IX Ch.3-A, Vol. V High Court Rules & Orders has been filed by my advocate under my specific instructions and for brevity sake its contents may please be treated as an integral part and parcel of this affidavit.
3. That I say that I am facing hardship and have seriously apprehension that I may be evicted from the demised premises by getting eviction order from executing court.
4. That unless accompanying application is allowed as prayed, I and other appellants shall be seriously prejudiced and shall suffer irreparable loss.

That whatever I have stated above is true and correct to the best of my personal knowledge, belief and information.

KARACHI:

DATED:

DEPONENT

IN THE HIGH COURT OF SINDH AT KARACHI

F.R.A No. /2021

MAA / Plaintiff 1 & Others

Appellants

VERSUS

MAR / Defendant

Respondent

**APPLICATION FOR EXEMPTION FOR FILING
ORIGINAL/CERTIFIED COPIES OF ANNEXURES**

It is most respectfully prayed on behalf of the Appellants that this Honorable Court may be pleased to exempt the appellants from filing originals or certified copies of Annexures as the same are not available with the appellants.

Prayer is made in the interest of justice.

Karachi

Dated

Advocate for the Appellants

IN THE HIGH COURT OF SINDH AT KARACHI

F.R.A No. /2021

MAA / Plaintiff 1 & Others

Appellants

VERSUS

MAR / Defendant

Respondent

**AFFIDAVIT IN SUPPORT OF APPLICATION FOR EXEMPTION FOR
FILING ORIGINAL/CERTIFIED COPIES OF ANNEXURES**

I, MAA / Plaintiff 1 Son of GN, Muslim, Adult, resident of Karachi, do hereby state on oath as under: -

1. That I am the Appellant No.1 in the above petition and as such fully conversant with the facts of the case and the accompanying application for exemption for filing original/certified copies of annexures has been drafted and filed under my instructions and for the sake of brevity the contents of the same may be treated as a part and parcel of this affidavit.

2. That I state that due to urgency I could not get the original /certified true copies of the annexures to the appeal which will be filed if required later on. That unless the accompanying application is allowed, I shall be seriously prejudiced.

That whatever is stated above is true and correct to the best of my knowledge and belief.

Karachi.

Dated

Deponent

Plaintiff son of Deceased,

Deceased Father of Plaintiff and Defendant

Defendant son of Deceased

**PETITION UNDER SECTION 372
OF THE SUCCESSION ACT 1925**

The Petitioner, Plaintiff son of Deceased, respectfully submits the following:

1. Mr Deceased, a Shia Muslim, passed away on X.Y.20XY in Karachi, as evidenced by Annexure "A" - a copy of the Death Certificate issued by the Government of Sindh, Pakistan.
2. Surviving legal heirs of Mr Deceased include:
 - Widow of Deceased, residing at House No. ABC Karachi.
 - Plaintiff son of Deceased, residing at House No. ABC Karachi.
 - Son 2 son of Deceased, residing at House No. ABC Karachi.
 - Son 3 son of Deceased, residing at House No. ABC Karachi.

- Daughter of Deceased, residing at House No. ABC Karachi.
 - Defendant son of Deceased, residing at House No. ABC Karachi.
 - Son 5 son of Deceased, a minor, residing at House No. ABC Karachi.
3. (Heirship Certificate, FRC, and CNICs of legal heirs are attached as Annexure B/1 to B/).
4. Despite diligent efforts, no will of the deceased has been found.
5. The deceased was maintaining a PLS Saving Account (Account No. 0000-0000000-00) with a current balance of Rs. 9,00,000 as per Annexure B/ .
6. The respondent, Defendant son of Deceased, has failed to provide a sworn affidavit of no objection despite requests.
7. Schedule "C" attached lists the debts, securities, and assets of the deceased.
8. The deceased's last residence was within the jurisdiction of Police Station SB, Karachi.

P R A Y E R

It is, therefore, prayed by the petitioner named above that this Honorable Court may be pleased to grant Succession Certificate and Letter of Administration in her favor in respect of debts, securities and assets shown in schedule "C" annexed with the petition along with all attending powers towards benefits.

Karachi:

Petitioner

Dated

Advocate for the Petitioner

VERIFICATION

I, Plaintiff son of Deceased, Muslim, adult, resident OF Karachi, the petitioner above named, do hereby state and verify on oath at Karachi on this _____day of January 2022 that the facts stated in the foregoing paragraphs and the legal pleas taken above are true and correct to the best of my personal knowledge, belief and information.

Karachi:

Dated:

PETITIONER/DEPONENT

Documents filed: Annexure "A" to "C"

Address for Service on the Petitioner: - As given in the title.

Address for Service

FOR IMMEDIATE USE IN COURT
ON BEHALF OF THE PETITIONER

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, Plaintiff son of Deceased, Muslim, adult, resident of Karachi,
do hereby state on oath as under: -

1. That I am one of the legal heirs of the deceased being his son and the petitioner in this petition, as such am fully aware of the facts of the case.

2. That the accompanying petition under Section 372 of Succession Act, 1925, for grant of Succession Certificate in my favor in respect of debts and securities of my late father has been drafted and filed by my

counsel under my specific instructions and for brevity sake, its contents may please be treated as an integral part and parcel of this affidavit.

3. That my father's death expired on X.Y.20XY at Karachi.

3. That my deceased father was Shia Muslim and at the time of his death the deceased had left behind the following surviving legal heirs and next of kin namely: -

1. widow of Deceased, Muslim, adult, resident of House No. ABC Karachi, (Widow of the deceased)

2. Plaintiff son of Deceased, Muslim, adult, resident of House No. ABC Karachi, (Son of the deceased)

3. son 2 son of Deceased, Muslim, adult, resident of House No. ABC Karachi, (Son of the deceased)

4. son 3 son of Deceased, Muslim, adult, resident of House No. ABC Karachi, (Son of the deceased)

5. daughter of Deceased, Muslim, adult, resident of House No. ABC Karachi
(Daughter of the deceased)

6. Defendant son of Deceased, Muslim, adult, resident of House No. ABC Karachi, (Son of the deceased)

7. son 5 son of Deceased, Muslim, minor, resident of House No. ABC Karachi, (Son of the deceased)

4. That I state that after the death of the said deceased, due and diligent search has been made for his will but none has been found.

5. That I state that the parents of the deceased already expired during his lifetime. I am the son of the deceased and entitled _____% share in the estate of the said deceased.

6. That I state that no application has been made to any court and no grant has been made for succession certificate and letter of administration, probate, in respect of the debts, securities or estate of my deceased husband and there is no impediment under the law to the grant of the certificate and letter of administration or validity thereof if it was granted.

7. I state that the deceased was maintaining / operating a PLS Saving Account No.0000-0000000-00 at the bank, and at present an amount to the tune of Rs.9,00,000.

8. That I state that the said deceased, at the time of his death has left the above said immovable properties and that no other property or will has been found in spite of diligent search.

9. That I have neither filed any other similar petition before any Court of Law prior to this one, nor have concealed any material fact from this Honorable Court.

10. That unless the accompanying petition is allowed as prayed, I and other legal heirs of the deceased shall be seriously prejudiced and shall suffer losses.

11. That whatever I have stated above is true and correct to the best of my personal knowledge, belief and information.

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, Affiant 1, Muslim, adult, holding, resident of Karachi, do hereby state on oath as under:

1. That I am the deponent of this affidavit and I know the deceased and petitioner, and as such am fully aware of the facts.

2. The Deceased who was the husband of petitioner and father of other legal heirs, died at Karachi on X.Y.20XY leaving behind seven legal heirs. To my knowledge there is no other legal heir of the deceased except mentioned above.

3. That I have known the petitioner and deceased for 10 years being their family friend and neighbors.
4. That whatever I have stated above, is true and correct to the best of my personal knowledge, belief and information.

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, Affiant 2 resident of Karachi do hereby state on oath as under:

1. That I am the deponent of this affidavit and I know the deceased and petitioner, and as such am fully aware of the facts.

2. The Deceased who was the husband of petitioner and father of other legal heirs, died at Karachi on X.Y.20XY leaving behind seven legal heirs. To my knowledge there is no other legal heir of the deceased except mentioned above.

3. That I know the petitioner and deceased for 10 years being their family friend and neighbors.

4. That whatever I have stated above, is true and correct to the best of my personal knowledge, belief and information.

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

**SCHEDULE OF DEBTS AND SECURITIES BELONGING TO THE
DECEASED**

A PLS Saving Account No.0000-0000000-00 bank Karachi,

Rs.9,00,000.

FOR IMMEDIATE USE IN COURT

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, widow of Deceased, Muslim, adult, resident of House No. ABC Karachi do hereby state on oath as under:

1. That I am the widow of the deceased and one of the legal heirs, as such am fully aware of the facts of the case. That the contents of the accompanying petition have read over and explained to me and I state that the same are true and correct.

2. That my deceased husband had died at Karachi on X.Y.20XY leaving behind me and my sons/daughter as surviving legal heirs including petitioner who is my son as well as son of deceased.

3. That at the time of his death my late husband has left behind certain moveable properties, the detail of the said properties are mentioned in the schedule of the properties annexed herewith.
4. That the petitioner is my real son and I have no objection if the petition is granted in his favor and I waive the notice of this petition.
5. That unless the accompanying petition is allowed as prayed in favour of my son, the petitioner, I and other legal heirs of deceased shall be seriously prejudiced.
6. That whatever I have stated above is true and correct to the best of my personal knowledge, belief and information.

FOR IMMEDIATE USE IN COURT

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, son 2 son of Deceased, Muslim, adult, resident of House No. ABC Karachi do hereby state on oath as under:

1. That I am son of deceased and one of the legal heirs, as such am fully aware of the facts of the case. That the contents of the accompanying petition have read over and explained to me and I state that the same are true and correct.

2. That my deceased father had died at Karachi on X.Y.20XY leaving behind me and my brothers / sister as surviving legal heirs including petitioner who is my brother and son of deceased.

3. That at the time of his death my late father has left behind certain moveable properties, the detail of the said properties are mentioned in the schedule of the properties annexed herewith.
4. That the petitioner is my real son and I have no objection if the petition is granted in his favour and I waive the notice of this petition.
5. That unless the accompanying petition is allowed as prayed in favour of my brother, the petitioner, I and other legal heirs of deceased shall be seriously prejudiced.
6. That whatever I have stated above is true and correct to the best of my personal knowledge, belief and information.

FOR IMMEDIATE USE IN COURT

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, son 3 son of Deceased, Muslim, adult, resident of House No. ABC Karachi do hereby state on oath as under:

1. That I am son of deceased and one of the legal heirs, as such am fully aware of the facts of the case. That the contents of the accompanying petition have read over and explained to me and I state that the same are true and correct.

2. That my deceased father had died at Karachi on X.Y.20XY leaving behind me and my brothers / sister as surviving legal heirs including petitioner who is my brother and son of deceased.

3. That at the time of his death my late father has left behind certain moveable properties, the detail of the said properties are mentioned in the schedule of the properties annexed herewith.
4. That the petitioner is my real son and I have no objection if the petition is granted in his favour and I waive the notice of this petition.
5. That unless the accompanying petition is allowed as prayed in favour of my brother, the petitioner, I and other legal heirs of deceased shall be seriously prejudiced.
6. That whatever I have stated above is true and correct to the best of my personal knowledge, belief and information.

FOR IMMEDIATE USE IN COURT

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, daughter of Deceased, Muslim, adult, resident of House No. ABC Karachi do hereby state on oath as under:

1. That I am daughter of deceased and one of the legal heirs, as such am fully aware of the facts of the case. That the contents of the accompanying petition have read over and explained to me and I state that the same are true and correct.
2. That my deceased father had died at Karachi on X.Y.20XY leaving behind me and my brothers / sister as surviving legal heirs including petitioner who is my brother and son of deceased.
3. That at the time of his death my late father has left behind certain moveable properties, the detail of the said properties are mentioned in the schedule of the properties annexed herewith.
4. That the petitioner is my real son and I have no objection if the petition is granted in his favour and I waive the notice of this petition.

5. That unless the accompanying petition is allowed as prayed in favour of my brother, the petitioner, I and other legal heirs of deceased shall be seriously prejudiced.

6. That whatever I have stated above is true and correct to the best of my personal knowledge, belief and information.

Karachi.

Dated

Deponent

CNIC:

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

**APPLICATION UNDER ORDER 32 RULE 4
C.P.C. READ WITH SECTION 151 C.P.C.**

It is prayed on behalf of the petitioner above named that this Honorable Court may graciously be pleased to allow the legal heir of the deceased above named widow of Deceased, Muslim, adult, resident of House No. ABC Karachi, to act as a guardian ad literatim of the minor legal heir of the deceased namely son 5 son of Deceased. The said proposed guardian is the real mother of the said minor and her interest is not adverse to that of the minor.

An affidavit in support of the above para is filed herewith.

Prayer is made in the interest of justice.

Karachi

Dated

Advocate for the petitioner

**IN THE COURT OF DISTRICT & SESSION JUDGE WEST AT
KARACHI
(TESTAMENTARY & INTESTATE JURISDICTION)**

S.M.A No. /2022

Plaintiff

Petitioner

Deceased

Deceased

Defendant

Respondent/ Objector

AFFIDAVIT

I, widow of Deceased, Muslim, adult, resident of House No. ABC Karachi, do hereby state on oath as under:

1. That I am one of legal heirs in the above case as such fully aware about the facts of the case. The accompanying application under order 32 rule 4 CPC read with section 151 CPC has been drafted under my instruction and for the sake of brevity the contents of the same may be treated as a part of this affidavit.

2. That I state that I, being the proposed guardian of son 5 son of Deceased, am mother of the minor and I state that I have no adverse interest to that of the minor.

3. That I say that the petitioner is my son and I also have no objection on behalf of the above minor if the petition is granted in his favor and I waive the notice of this petition.

4. That the ends of the justice will be well served if the accompanying application is allowed.

That whatever is stated above is true and correct to the best of my knowledge and belief.

Karachi.
Dated

Deponent

**IN THE COURT OF DISTRICT & SESSION JUDGE, AT
KARACHI**

Civil Suit No. / 2022

Ms Kiran wife of
Muslim, Adult, Resident of
House No.

Karachi Plaintiff

VERSUS

Waqar Ali Memon S/o
Muslim, Adult, R/o

Karachi Defendant

**SUMMARY CHAPTER SUIT FOR RECOVERY OF RS.16,000,000.00
(RUPEES SIXTEEN MILLION ONLY), UNDER ORDER XXXVII OF
THE CODE OF CIVIL PROCEDURE**

The plaintiff abovenamed respectfully sheweth as under: -

1. That the plaintiff is law abiding, edified, educated, peace loving and respectable citizen of Islamic Republic of Pakistan and her whole record is stainless and she has been enjoying good reputation among her business community as well as in general public.
2. That the plaintiff has been engaged in business of trading since long and since few months she was in search of good business / work for her own as such she approached the defendant through one Shahjee who was good friend of plaintiff's friend Mr Atif Ali Mirza. The said Shah Jee was running the business under the name and style of M/s PSP Commodities. It is further submitted that the defendant was engaged in the business of International Forex Trading. The said defendant has given a good incentive to the plaintiff and said to the plaintiff that his every employee had been earning upto 3000 dollars per month in average as such the

plaintiff was pretty much impressed with the said offer of the defendant and showed her willingness to join his company / firm and asked about the said business and way they were making such earning from the said business.

3. That the defendant introduced the plaintiff to her wife namely , who was acting as manager in the said firm. The said manager disclosed that their company is doing the business of trade of gold, dollar and exchange money etc and they are registered body and doing the business of trading through their registered clients and they used to give a portion of profits of the said business to their clients, as such the plaintiff by impressing the said offers of the defendant joined the business/ firm of the defendant.
4. That after getting requisite training from the trainers / teachers provided by the said company, the said defendant after six months asked the plaintiff to refer clients in the said business. It is submitted that the plaintiff after about three months referred one client namely Major Imran and thereafter the plaintiff used to refer

clients one after others and the plaintiff started earning from the said business and she was given 10% extra profit. The defendant opened a separate account in the name of the plaintiff wherein she can only see her profit and as such the plaintiff was earning a handsome amount / profit from the said business of trading of the defendant. It is further submitted that the defendant used to give 3-5% profit to the clients and kept 40-50% profit for himself and remaining profit was given to the plaintiff from the said business, which was earned through the amount invested by the clients of the plaintiff.

5. That it is humbly submitted that meanwhile the plaintiff was out of station in connection with the said business and when the plaintiff opened her account to see her profit and all of sudden she was shocked to see that all of her accounts were having zero balance and further she opened the application of the company and saw that all the market was at zero and her account was also having zero balance.

6. That soon after knowing the said facts, she contacted the defendant who disclosed that due to flaws in market the business is in loss and also stated that his software is also having some technical problems, from where the plaintiff felt some foul play by the defendant and she started research upon the said company as how it possible that an international company could have such type of software which may gone in fault and all the accounts balance have gone to zero.
7. That during the said investigation by the plaintiff, she came to know the said software was some sort of dummy software and has been purchased from local market namely Vertex and the said software was being managed / looked after by local team siting at Shara-e-Faisal etc. and the defendant used to collect the money from clients in real and in return they only showed numbers to his clients through the said software and used to kept them in dark and they were cheating and making fraud with the said clients as well as with the plaintiff.

8. That when the plaintiff showed her grievances about the said software with the defendant, the said defendant convinced her very technically and stated that he has been running the said business for the last 20 years and is also managing all the Memon communities through the said software and they are using the said software without any complaint but you did not know much about the said software. It is further submitted that since the plaintiff was making earning from the said business , she did not make any further complaint and further the defendant made promise with the plaintiff that whatever the plaintiff has lost in the said business, the defendant would pay the said amount to her with profit as per his promise.

9. That after few days, the defendant started a new business and said that he had opened another exchange under the name and style of M/s DD Exchange, in which, the clients would invest amount and in return they would give due profit through currency exchange business as such the plaintiff along with her other clients gave amount to the defendant for the said business.

10. That it is humbly submitted that an amount of Rs.2,75,00,000/- has been invested by the plaintiff with the defendant herself and through her clients upto now in the said business of the defendant and the plaintiff has been making earnings in the said business.
11. That after the said business loss the living style of the defendant was quite changed and the plaintiff recognized that her company has sustained huge loss which was also quite apparent from his living style, most of his expenses cars were sold out and further the plaintiff and her clients were not given due profits for the last 2-3 months.
12. That while recognizing the said flaws of the business of the defendant, the plaintiff approached the defendant and asked for her invested amount and profit which was to be paid by the defendant to the plaintiff upon which the defendant kept the plaintiff on false hopes and promises and used to state that he would return the same with profit as he has sustained huge loss in the said business.

13. That it is humbly submitted that on or about _____ on her insistence for the said amount, the defendant issued two postdated cheques bearing (1) Cheque No. 22122510, dated 07-04-2019 drawn on Dubai Islamic Bank Pakistan Limited, PIDC Branch, Karachi, for an amount of Rs.6,000,000/- and (2) Cheque No. 56779918, dated 25-09-2019 drawn on Standard Chartered Bank (Pakistan) Limited , Br Code 0182, Karachi, for an amount of Rs.10,000,000/-.

(Photocopies of Cheques are enclosed herewith and marked as annexure P/1 and P/2.)

14. That the defendant kept the plaintiff under some false hopes and promises by playing delaying tactics the defendant is still required to pay the said amount.
15. That being constrained the plaintiff deposited the said cheques in concern bank branch through her bank account but the said cheques became dishonour and bounced due to insufficient funds.

(Photocopies of Cheque bouncing slips are enclosed herewith and marked as annexure 'P/3 and P/4').

16. That the plaintiff again contacted the defendant alongwith bouncing cheque but the defendant became greedy and wants to usurp the amount of the plaintiff with malafide intention and ulterior motives and started to give lame excuses and neither he paid the actual amount nor paid profit of the business.
17. That the plaintiff is lawfully entitled to recover his outstanding amount / bounced cheques of Rs.16,000,000/- (Rupees Sixteen Million Only) alongwith interest of 10% per annum.
18. That the cause of action arose when the plaintiff made investment with the defendant, secondly when defendant failed to return the loan amount as well as profit on it to the plaintiff and started lame excuses, finally when plaintiff presented the cheque of the defendant to the concern bank but the same became dishonour and the same is continuing day to day till the final disposal of this suit.
19. That the plaintiff has adopted the summary chapter procedure to redress her grievances and residing within the local limits of P.S.

_____, Karachi, which is within the territorial jurisdiction of this Hon'ble Court.

20. That proper Court fee is affixed herewith.

PRAYER

In the light of above facts and circumstances, it is respectfully prayed on behalf of the plaintiff and against the defendant as under:

- a). To pass the Judgment and Decree for Recovery of Rs.16,000,000/- (Rupees Sixteen Million Only) in favour of plaintiff and against the defendant, plus interest at the rate of 10% per annum.

- b). Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

PLAINTIFF

Karachi.

Dated: -09-22 ADVOCATE FOR THE PLAINTIFF

VERIFICATION

I, Ms Kiran W/o , Muslim, Adult, R/o Karachi, the plaintiff in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: -09-2022

DEPONENT

DOCUMENT FILED

As per annexures.

DOCUMENTS RELIED UPON

Original of the Annexures, and all other relevant documents.

ADDRESS OF THE PARTIES

As in Title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL.

As in Vakalatnama.

**IN THE COURT OF DISTRICT & SESSION JUDGE, AT
KARACHI**

Civil Suit No. / 2022

Ms Kiran Plaintiff

VERSUS

Waqr Ali Memon Defendant

**APPLICATION U/O XXXVIII RULE 5 CPC, R/W SECTION
151 CPC.**

For the reasons and facts disclosed in the accompanying affidavit, it is respectfully prayed on behalf of the plaintiff abovenamed that this Hon'ble Court may be pleased to attach the property i.e.

_____,

_____, before Judgment, as the plaintiff apprehends that to avoid the payment of decretal amount, the defendants may disposed off his said property or he can change the title of the same.

Ad interim orders are also solicited.

Prayed accordingly in the interest of justice.

Karachi:

Dated: -09-22

Advocate for the Plaintiff

**IN THE COURT OF DISTRICT & SESSION JUDGE, AT
KARACHI**

Civil Suit No. / 2022

Ms Kiran

Plaintiff

VERSUS

Waqar Ali Memon

Defendant

AFFIDAVIT

I, Ms Kiran wife of , Muslim, Adult, resident of Karachi, do hereby state on oath affirmation as under:-

1. That I am plaintiff in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
2. That the accompanying application has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part of this affidavit.
3. That I say that the defendant became greedy and it is serious apprehension that the defendant may transfer or disposed of the

properties mentioned in the main application, hence the accompanying application.

4. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.
5. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: -09-2022

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

1. Mr. Sumair Hussain
S/o Ameer Hussain, Muslim, Adult,
House No.117, Sector 15/C, Orangi
Town, Karachi.
2. Mr. Muneer Hussain
S/o Ameer Hussain, Muslim, Adult,
House No.117, Sector 15/C, Orangi
Town, Karachi.....Plaintiffs

VERSUS

1. Mst Sana Shakeel
W/o Ghulam Ghose,
House No.124, Bangla
Bazar, Sector 15/C,
Orangi Town Karachi.
2. The Bank Manager
Bank Al-Habib
Sector 6, orange town branch,
Karachi.
3. The Bank Manager
Bank Islami Pak limited,
Block-10, F.B Area,
Ayesha Manzil Branch,
Karachi.....Defendants

SUIT FOR CANCELLATION OF CHEQUES & DOCUMENTS,
RECOVERY OF CHEQUES, DECLARATION AND PERMANENT
INJUNCTION

The plaintiff abovenamed respectfully sheweth as under: -

1. That the plaintiffs are law abiding, educated, peace loving, respectable citizen of Islamic Republic of Pakistan and his whole record is stainless and he has been enjoying good reputation among general public.

2. That the plaintiff No.1 is the export manager and working since 12 years, the plaintiff No.1 was the friend and colleague of two person namely; Hyder Ali S/o Soukat Ali and khurrum, who are state agent by profession, in the meanwhile the defendant No.1 and Hyder Ali S/o Soukat Ali entered into an agreement in respect of immovable property bearing flat No.30, street No.01, Bilal Colony, Block-14-C, admeasuring 70 square yards Karachi in terms with the said person Hyder Ali S/o Soukat Ali pertaining to the said immovable property. It is pertinent to mention herein that the defendant No.1 paid the Rs.2100,000/- (twenty one lac) to Hyder Ali S/o Soukat Ali in respect of the said property.

(Photocopy of sale agreement, its receipt are annexed herewith and marked as annexure “P & P/1”).

3. That in the meanwhile after passage of some little time, the defendant No.1 asked about her said property and fulfilment of agreement from Hyder Ali S/o Soukat Ali but the terms and condition of agreement could not be completed by the Hyder Ali

S/o Soukat Ali, unfortunately the Hyder Ali has been failed to fulfill his agreement.

4. That thereafter, Hyder Ali S/o Soukat Ali made settlement with the defendant No.1, the Hyder Ali S/o Soukat Ali refunded 1200,000/- (twelve lacs) to the defendant No.1 out of Rs.2100,000/-(twenty one lacs) and remaining amount of defendant No.1 was 900,000/-, Hyder Ali S/o Soukat Ali is liable to pay the same, thereafter, the defendant No.1 become greedy and out of her natural disposition showed her anxiety and dissatisfaction and developed pressure upon the Hyder Ali S/o Soukat Ali to pay her extra amount.

(Photocopy of tehreernama dated:30.10.2022 is annexed herewith and marked as annexure “P/2”).

5. That thereafter the defendant No.1 adopted illegal and immoral means constantly against the plaintiff and pressurized and blackmailed the plaintiff No.1 to the extreme level, defendant No.1 asked him that you are the witness of the said immovable property therefore, the plaintiff No.1 is liable to pay but plaintiff

refused to pay the same, Consequently the plaintiff was forced to take responsibility in respect of remaining amount of immovable property bearing flat No.30, street No.01, Bilal Colony, Block-14-C, admeasuring 70 square yards Karachi. Hyder Ali S/o Soukat Ali and khurrum issued the cheque bearing No. 10013030 of Bank Al Habib Limited, Branch orange town Karachi of plaintiff No.1 to the defendant No.1 without permission of plaintiff No.1 issued cheque to remove her anxiety and greediness.

6. That in view of above conditions the plaintiff was forced to enter into conditional sale agreement in respect of of immovable property bearing flat No.30, street No.01, Bilal Colony, Block-14-C, admeasuring 70 square yards Karachi, on 12.04.2022, in respect of the said property of the plaintiff, the defendant No.1 due to her malafide intention and greediness, she prepared dubious/fraudulent affidavit (halaf-nama) in the name of plaintiff No.1, It is respectfully submitted that in their collusion and in this regard on the dint of pressure and force the defendant No.1 forcibly obtained signature of the plaintiff No.1 and prepared

the documents herself. in addition, it is further submitted that as per affidavit (halaf-nama) the defendant No.1 who reduced the contents of the said affidavit (halaf-nama) as a whole in favour of the plaintiff. So view of contents of the affidavit (halaf-nama) the plaintiff No.1 did not take any amount from defendant No.1 as such whole agreement was executed between Hyder Ali S/o Soukat Ali and defendant No.1 and Hyder Ali S/o Soukat Ali is liable to pay the same admittedly.

(Photocopy of Halaf-nama dated: 22.11.2022, cheque No.10013030 and return memo are annexed herewith and marked as annexure “P/3 to P/4”).

7. That the defendant No.1 started to pressurize the plaintiff and forced him to ask Hyder Ali S/o Soukat Ali for her remaining amount otherwise she will lodge the FIR against the plaintiff No.1, and the defendant No.1 with her malafide intention and ulterior motives surreptitiously registered FIR No.413/2023, U/S 489-F at P.S: Pakistan Bazar. She has given multiple statements at different time with her dishonest intention showed wrong information/facts.

(Photocopy of FIR No.413/2023 and its challan, statement of 161 crpc, Fard, fake multiple statements are annexed herewith and marked as annexure “P/5 to P/13”).

8. That the plaintiff prior to the registration of the FIR containing one cheque bearing No. **10013030** had already sent request and intimation notice to defendant No.2, requesting therein to stop the subject cheque of his account so that any issued or disputed cheque could be avoided from misuse and exploiting against the plaintiff No.1, therefore, the said conditional affidavit (Halaf-nama), and the cheque. **10013030** is liable to be declared as illegal, without lawful effect and be treated as cancelled.
9. That the plaintiff No.1 was arrested in the above mentioned FIR, due to confinement of plaintiff No.1 he was fired from his job and fallen in crises and stayed in jail without his fault, the condition of plaintiff No.1 and 2 family was very bad and plaintiff No.2 very hardly arranged the amount Rs.240,000/- and paid in cash to the defendant No.1 on dated:21.12.2023. It is pertinent to mention herein that the total claim of defendant No.1 was

Rs.900,000/-(nine lacs) which has been refunded/paid to her by the following ways as under;

- i. Rs.240,000/- cash paid by the plaintiff No.2 on dated:21.12.2023.
- ii. Rs.250,000/- paid by the Shah Alam(brother of Hyder Ali) on dated:09.12.2023.
- iii. Rs.300,000/- paid by Hyder Ali on dated:11.01.2024.
- iv. Rs.100,000/- cash paid by Hyder Ali to the brother of defendant No.1 on dated:11.01.2024.

In view of the above payments detail total claim of defendant No.1 has been paid to her but due to dishonesty of defendant No.1 she become greedy and she is demanding extra amount and kept the plaintiff side under pressure and demanded illegal wishes from the plaintiff No.1 and 2 by illegal means, fraudulently executed illegal ***Halafnama*** and got illegal cheque of Rs.1,000,000/- (ten lacs) from plaintiff No.1 Bank Al Habib branch:Orangi Town and cheque No.00000001376 of Rs.160,000/- (one lac sixty thousands) from plaintiff No.2 of Bank Islami Pakistan limited

branch:Ayesha manzil, those documents and cheques are liable to be cancelled because this is the mis-use of law.

(Photocopy of payments transferred and paid to the defendant No.1, agreement dated:21.12.2023 are annexed herewith and marked as annexure “P/14 to P/19”).

10. That after collection of whole amount the defendant No.1 given no objection to the plaintiff No.1 in bail, thereafter the plaintiff No.1 released from jail now the defendant No.1 is pressurizing the plaintiff No.1 to pay her issued cheques amount for which she not entitled and she has no any right to claim for that but due to her greediness and misusing the law and pressurizing the plaintiff side for exceed amount which claim is baseless as such her claim has been paid to her.
11. That it is also worth mentioning fact that as per law no written notice was sent to the plaintiff No.1 on behalf of the defendant No.1 in respect of any outstanding amount which fact shows that the transaction between the plaintiff No.1 and defendant No.1 was pure civil nature matter and there was no loan or obligation to be

discharged by the plaintiff No.1 and 2 towards the defendant No.1 or anyone else but the defendant No.1 converted the civil nature dispute into criminal one and registered false FIR No.413/2023, U/S 489-F PPC P.S: Pakistan Bazar which acts are against the law of the land and requires declaration and cancellation.

12. That the defendant No.1 time to time is extending threats to the family members of the plaintiff No.1 and 2 with wordings that she will lodge the FIR again against the plaintiff No.1 and 2 and shall remain in jail for 03 years besides fine to be awarded by the Court of law which acts on the part of defendant No.1 are illegal, unlawful and requires declaration.
13. That cause of action for this suit arose when the defendant No.1 entered into business terms with Hyder Ali S/o Soukat Ali pertaining to immovable property, secondly the Hyder Ali S/o Soukat Ali failed to fulfil his terms and conditions in respect of the above referred property, thirdly when the defendant No.1 adopted illegal and immoral means constantly against the plaintiff No.1 and pressurized and blackmailed the plaintiff No.1 to the

extreme level. Consequently the plaintiff was forced to take responsibility as such the plaintiff No.1 was witness in respect of immovable property, fourthly took cheque forcibly and without permission of plaintiff No.1 as a surety, fifthly the plaintiff No.1 issued as a guarantee/security 1 cheque bearing No.**10013030** was also issued and handed over to the defendant No.1, and lastly the defendant No.1 with malafide intention and ulterior motives surreptitiously registered FIR No.413/2023, U/S 489-F at P.S: Pakistan Bazar the same is continued till to date, within territorial jurisdiction, where the concerned bank branch is situated, the same is within jurisdiction of this Hon'ble Court.

14. That for purpose of this suit is valued for declaration, cancellation and permanent injunction hence, maximum ***ad valorem Court*** fee Rs.15000/- and in this regard appropriate time is being sought in a separate application U/S 149 CPC for the reasons that the plaintiff was confined in Central Jail Karachi pertaining to FIR No.413/2023, U/S: 489-F PPC of P.S: Pakistan Bazar and already faced adverse circumstances.

15. That the cause of action mainly accrued against the defendants in the area of P.S **Pakistan Bazar** where at the FIR No.413/2023, U/S: 489-F PPC of P.S: Pakistan Bazar was registered against plaintiff of boncement of cheques in cheque number **10013030** which also relate to other relevant issues are situated within the territorial Jurisdiction of P.S. _____, for which this Hon'ble Court having jurisdiction to entertain the suit.

PRAYER

In the light of above facts and circumstances, it is respectfully prayed on behalf of the plaintiff that this Hon'ble Court may be pleased to pass judgement/decree in favour of the plaintiff as under and against the defendant as under:

- a). To cancel security cheques bearing No. **10013030** of bank AL HABIB, branch orange town or alternatively direct the defendant No.1 to produce the same before this Hon'ble Court and return the above said cheques to the plaintiff No.1.
- b) To declare that the act of issuance of bouncement slips/return memo of cheques No. **10013030** issued by the defendant No.2 is unlawful having no legal effect.
- c). To cancel security cheques bearing No. cheque of Rs.1,000,000/- (ten lacs) of plaintiff No.1 Bank Al Habib branch:Orangi Town and cheque No.00000001376 of Rs.160,000/- (one lac sixty thousands) of plaintiff No.2 of Bank Islami Pakistan limited branch:Ayesha manzil or alternatively direct the defendant No.1 to produce the same before this Hon'ble Court and return the above said cheques to the plaintiff No.1 are illegal, having no legal effect whatsoever.
- d) To declare that the affidavit (halaf-nama) dated: 22.11.2022 and Iqrarnama dated:02.01.2023 in respect of cheque are fraudulently prepared illegal documents, having no legal effect.

e) To direct the defendant No.1 to settle the accounts with the plaintiff pertain to all transection in the course of subject property made between Hyder Ali S/o Soukat Ali and defendant No.1.

f) To permanently restrain and prohibit the defendants No.1,2, and 3 abovenamed and their attorneys, agents, Employees, servants and any person(s) act on their behalf not to take any legal action against the said cheque of Rs.1,000,000/- (ten lacs) of plaintiff No.1 Bank Al Habib branch:Orangi Town and cheque No.00000001376 of Rs.160,000/- (one lac sixty thousands) of plaintiff No.2 of Bank Islami Pakistan limited branch:Ayesha manzil in any manner as well stop the said 2 cheques till the disposal of the suit.

g) Cost of the suit and / or any other relief, which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted.

PLAINTIFF No.1

PLAINTIFF No.2

Karachi.

Dated: 31-01-24

ADVOCATE FOR THE PLAINTIFF

VERIFICATION

I, Mr. Muneer Hussain S/o Ameer Hussain, Muslim, Adult, R/o Karachi, the plaintiff in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated:31-01-2024

DEPONENT

DOCUMENT FILED

As per annexures.

DOCUMENTS RELIED UPON

Original of the Annexures, and all other relevant documents.

ADDRESS OF THE PARTIES

As in Title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL.

As in Vakalatnama.

VERIFICATION

I, Mr. Sumair Hussain S/o Ameer Hussain, Muslim, Adult, R/o Karachi, the plaintiff in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated:31-01-2024

DEPONENT

DOCUMENT FILED

As per annexures.

DOCUMENTS RELIED UPON

Original of the Annexures, and all other relevant documents.

ADDRESS OF THE PARTIES

As in Title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL.

As in Vakalatnama.

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

AFFIDAVIT TO THE MEMO OF PLAINT

I, Mr. Sumair Hussain S/o Ameer Hussain, Muslim, Adult R/o Karachi, do hereby state on oath affirmation as under:-

1. That I am the plaintiff No.1 in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
2. That the accompanying Memo of Plaintiff has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part of this affidavit.
3. That I say that the defendants became greedy and it is serious apprehension that the defendants may transfer or disposed of the properties mentioned in the main application, hence the accompanying application.

4. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.
5. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: 31-01-2024

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

AFFIDAVIT TO THE MEMO OF PLAINT

I, Mr. Muneer Hussain S/o Ameer Hussain, Muslim, Adult R/o Karachi, do hereby state on oath affirmation as under:-

1. That I am the plaintiff No.2 in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.

2. That the accompanying Memo of Plaintiff has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part of this affidavit.
3. That I say that the defendants became greedy and it is serious apprehension that the defendants may transfer or disposed of the properties mentioned in the main application, hence the accompanying application.
4. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.
5. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: 31-01-2024

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

AFFIDAVIT TO THE MEMO OF PLAINT

**APPLICATION UNDER ORDER 39 RULE 1 & 2 OF
C.P.C**

For the facts reasons disclosed in the accompanying affidavit, it is most respectfully prayed on behalf of the Plaintiff above named Plaintiff that this Honorable Court may kindly be pleased to restrain the Defendants their attorney, administrators, agent, heir, workers, employees, person or persons working directly or indirectly under their directions not to sale, transfer, third party contract, and dispossess the above mentioned suit property, without due course of law, nor try to remove the same or what so ever, till the final disposal of this suit.

Ad-interim order may be solicited in the interest of Justice.

Prayed Accordingly.

Karachi:
Dated:31.01.2024

Advocate for the Plaintiff

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

AFFIDAVIT TO THE MEMO OF PLAINT
AFFIDAVIT

I, Mr. Sumair Hussain S/o Ameer Hussain, Muslim, Adult, R/o, Karachi, do hereby state on oath affirmation as under:-

1. That I am the plaintiff No.1 in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.

2. That the accompanying application u/o 39 rule 1 & 2 of CPC has been drafted under my specific instructions and the contents of the same may be treated as part of this affidavit for the sake of brevity of pleading.

3. That I say that in view of the stated facts and circumstance in the case required urgency, and above noted application may be granted as prayed and unless the same shall be granted the applicant shall be seriously prejudiced.
4. That whatever stated above is true and correct to the best of knowledge and belief.

Karachi:

Dated: 05.2023

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

AFFIDAVIT TO THE MEMO OF PLAINT
AFFIDAVIT

I, Mr. Muneer Hussain S/o Ameer Hussain, Muslim, Adult, R/o, Karachi, do hereby state on oath affirmation as under:-

1. That I am the plaintiff No.2 in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
2. That the accompanying application u/o 39 rule 1 & 2 of CPC has been drafted under my specific instructions and the contents of the same may be treated as part of this affidavit for the sake of brevity of pleading.
3. That I say that in view of the stated facts and circumstance in the case required urgency, and above noted application may be granted as prayed and unless the same shall be granted the applicant shall be seriously prejudiced.
4. That whatever stated above is true and correct to the best of knowledge and belief.

Karachi:

Dated: 05.2023

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

APPLICATION U/S 149, R/W SECTION 151 CPC.

It is respectfully prayed on behalf of the plaintiff above named that for the reasons and facts disclosed in the accompanying affidavit that this Hon'ble Court may be pleased to grant time of at least one month for payment of court fee on the memo of plaint as the plaintiff is not in a position to affix court fee due to adverse situation with him at the moment however the plaintiff will affix the court fee if the time granted to her.

Prayed accordingly in the interest of justice.

Karachi:

Dated: 15-05-23

Advocate for the Plaintiff

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

AFFIDAVIT

I, Mr. Sumair Hussain S/o Ameer Hussain, Muslim, Adult, R/o Karachi, do hereby state on oath affirmation as under:-

1. That I am the plaintiff No.1 in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.

2. That the accompanying application for **Court Fee** has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part and parcel of this affidavit.

3. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.
4. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi
Dated: 05-12-2022

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

AFFIDAVIT

I, Mr. Sumair Hussain S/o Ameer Hussain, Muslim, Adult, R/o Karachi, do hereby state on oath affirmation as under:-

5. That I am the plaintiff No.1 in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
6. That the accompanying application for **Court Fee** has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part and parcel of this affidavit.
7. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.
8. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi
Dated: 05-12-2022

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

Address of the plaintiff for Service

1. Mr. Sumair Hussain
S/o Ameer Hussain, Muslim, Adult,
House No.117, Sector 15/C, Orangi
Town, Karachi.

2. Mr. Muneer Hussain
S/o Ameer Hussain, Muslim, Adult,
House No.117, Sector 15/C, Orangi
Town, Karachi

Address of Counsel for Plaintiff:

Kulsoom Khan Jadoon
12th-B, 4th Floor, Namco Centre Building,
Campbell Street, New Challi, Karachi.
Phone No.03412200055

Karachi

Dated: 01-02-2024

Advocate for plaintiff

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
WEST**

Civil Suit No. / 2024

Mr. Sumair Hussain.....Plaintiffs

VERSUS

Mst Sana ShakeelDefendants

List of Legal Heirs of The Plaintiffs

1. Mr.Sumair

2. Mr.Muneer

3.

4.

5.

Karachi
Dated: 01 -02-2024

Advocate for plaintiff

SUMMON/NOTICE

**IN THE COURT OF TH FAMILY JUDGE,
KARACHI (WEST)**

Family Suit No. /2024

1. Mr. Sumair Hussain
2. Mr. Muneer Hussain.....Plaintiffs

VERSUS

1. Mst Sana Shakeel
W/o Ghulam Ghose,
House No.124, Bangla
Bazar, Sector 15/C,
Orangi Town Karachi.

2. The Bank Manager
Bank Al-Habib
Sector 6, orange town branch,
Karachi.
3. The Bank Manager
Bank Islami Pak limited,
Block-10, F.B Area,
Ayesha Manzil Branch,
Karachi.....Defendants

To,

The Above Name Defendants.

Whereas the above named Plaintiff has filed a suit against you for
**Suit For Cancellation of Cheque & Documents, Recovery of Cheques,
Declaration and Permanent Injunction.
And application U/O 39; Rule 1 and CPC.**

:

You are hereby summoned to appear in this Court in person, or by a pleader duly instructed, and able to answer all material questions relating to the suit or who shall be accompanied by some person able to answer all such questions, on the _____ at _____ in the morning to answer the claim; and you are directed to produce on that day all the documents upon which you indented to rely in support of your defence, and to file your written statement on the said date.

Take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence.

Also take notice that in default of your filing and address for service on or before the date mentioned you are liable to have your defence struck out.

Give under my hand and seal of the Court,

This _____

BY ORDER

IN THE COURT OF

**SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa

Wd/o Syed Hafeez Ul Hasan,
Muslim, adult, resident of Flat No.
E-13, Block-2, VIP City Complex,
FL-9, Sector 11-A, North Karachi
Town, District Central, Karachi.....Plaintiff

VERSUS

1. Syed Muhammad Rafay Ali Hasan

S/o Syed Hafeez Ul Hassan, Muslim,
adult, holding CNIC No. 42101-5854000-5,
Cell No.0315-2356507

2. Syed Muhammad Ali Hasan

S/o Syed Hafeez Ul Hassan, Muslim,
adult, holding CNIC No. 42101-1689181-3,
Cell No.0312-3853240, 0317-7686034

3. Syed Muhammad Wasih Ali Hasan

S/o Syed Hafeez Ul Hassan, Muslim,
adult, holding CNIC No. 42101-1667723-1,
Cell No.0333-8237736, 0315-8714181

Defendant No.1 to 3 are resident of
Plot No. 13/8, 2nd floor, Firdose Colony
near Chaman Autous, Muzammil Subhan
Sanitary Shop, Karachi.

4. Nouman S/o Unknown, Muslim,

Adult, Shop No.07, Robson Road,
Opp, Bait-Ul-Quran Bazar, Urdu Bazar,
Karachi
Cell No.0313-2282440.

5. Sub Registrar

Having office at
Liaquatabad Town, UC-45,
Nazimabad No.4 KarachiDefendants

**SUIT FOR RECEOVERY OF AMOUNT Rs.1339872/- ALONG WITH
MARK-UP, DECLARATION DEMAGES AND PERMANENT
INJUNCTION**

The plaintiff abovenamed respectfully sheweth as under: -

1. That the plaintiff is law abiding, edified, educated, peace loving and respectable senior citizen of Islamic Republic of Pakistan and his whole record is stainless and she has been enjoying good reputation among community as well as in general public.

2. That the plaintiff was legally wedded wife of the deceased namely; Syed Hafeez Ul Hasan, who died on: 07.09.2011 and left behind 4 properties the detail of all the 4 properties are as under;
 - (i) House No. 105-A (143-A), measuring 40.47 Sq. Yards, Waheedabad, Gulbahar, Karachi, by way of lease deed, executed by KMC Directorate of Kachiabadies, registered with Sub-Registrar T Division-VIII Karachi at Serial No. 577 dated 31.01.1984.

(ii) Residential Plot No. L-870, measuring 80 Sq, yards, North Karachi Township Karachi, by way of lease deed, executed by KDA, registered with Sub-Registrar T Division-IV, Karachi at Serial No. 12789 dated 05.11.1980.

(iii) Flat No. D-414/A, 7th floor, measuring 801 Sq, feet, constructed on Plot No. 85, N.I.Lines Naz Plaza M.A Jinnah Road Karachi, by of Sub lease registered-I, Saddar Town, Karachi, at Serial No. 1992 dated 10.06.2008.

(iv) Flat Plot No. E-013/2, ground floor, measuring 275.81 Sq, feet, Sector 11/A, Sub plot No.2, of Plot No. FL-9, North Karachi 4.Township Karachi, by way of Sub lease registered with Sub Registrar New Karachi Town, Karachi, at Serial No. 2569 dated 24.05.2007.

(Photocopy of Death Certificate is annexed herewith and marked as "A")

3. That thereafter the defendant No.2 filed SMA bearing No.777/2020 before District and Sessions Judge Central Karachi, Letter of administration was granted in favour of defendant No.2,

it is respectfully submitted that as per law if the legal heirs want to mutate or transfer the inherent property in their name they shall have to furnish the surety equivalent to the value shown in the schedule of the property, but the petitioner and legal heirs could not furnish the same and the petitioner withdrawn the mentioned SMA.

(Photocopy of FRC and relevant documents of SMA No.777/2020 are annexed herewith and marked as "B & B/1")

4. That the defendant No.1 to 3 asked the plaintiff to give no objection then she will be paid her due share, therefore the plaintiff gave no objection to sale out the above mentioned properties, thereafter the petitioner started to sale out the said 4 properties of deceased above mentioned the defendant settled/paid the due shares of all legal heirs except the plaintiff and she is still waiting for her remaining due share.
5. That the some shares of the plaintiff were paid by the defendant No. 1 to 3 specifically in respect of properties No 1,2 and 3, It is pertinent to mention herein that the defendant No.1 to 3 have

given two cheques/P.O bearing No. i) P.O No.08081504 of Rs. 416,666/- of National Bank Pakistan and ii) P.O No. BC05710400 of Rs. 109,712 of Soneri Bank to the plaintiff out of 3 properties through said pay orders, but pertaining to the suit property defendant No.1 to 3 become dishonest and tried to usurp the share of the plaintiff.

(Photocopy of issued/paid cheques to plaintiff are annexed herewith and marked as "C & C/1")

6. That the plaintiff is lawful and joint co-owners of subject immoveable property i.e. **bearing House No. 105-A, (143-A), measuring 40.47 Sq, Yards, Waheedabad, Gulbahar, Karachi, by way of lease deed, executed by KMC Directorate of Kachiabadies/Defendant No.5, registered with Sub-Registrar T Division-VIII Karachi at serial No.577 dated:31.01.1984.**

(Photocopy of title documents of subject property of deceased is annexed herewith and marked as "D")

7. That it is humbly submitted that plaintiff many times requested to defendant No.1 to 3 for her due share, on which defendant No.1 to 3 given her false hope and assurance that after the selling out of

subject property bearing House No. 105-A, (143-A), measuring 40.47 Sq, Yards, Waheedabad, Gulbahar, Karachi, they shall be paid the due share of the plaintiff as per shariah.

(Photocopy of fatwa is annexed herewith and marked as "E")

8. That as per stipulation made by defendant No.1 to 3 that after the deal of the above mentioned subject property with the purchaser/defendant No.4, defendant No.1 to 3 shall pay the remaining due legal share to the plaintiff, as such defendant No.1 to 3 has executed a sale agreement with one person namely: Nouman S/o Unknown/(defendant No.4), and got the amount in shape of Cheque / P.O bearing No. **i) P.O No. 50628734 of Rs.1200,0000/- Sumit Bank and ii) P.O No. 9911.0444110 of Rs.2600,000/- meezan bank**, from the purchaser/defendant No.4. but still defendant No.1 to 3 failed to fulfil their obligations upon the widow/plaintiff in the following manners: -

That defendant No.1 to 3 are liable to pay remaining amount of Rs. 13,39,872/- (Rupees Thirteen Lacs Thirty-Nine Thousand Eight Hundred and Seventy Two Only) to the plaintiff.

(Photocopy of received cheques from defendant No.4 to defendant No.2 are annexed herewith and marked as "F & F/1").

9. That hat it is further submitted that then, the plaintiff demanded her due share from defendant No.1 to 3 in respect of the suit property but they started to threat, pressurize and give life eliminating threats to the plaintiff so, warned her that if she would demand her due share again then defendant No.1 to 3 will free her from her life, which is gross violation of the law, resultantly, the plaintiff approached defendant No.5 and moved a written complaint against defendant No.1 to 3 on 16.06.2023 before defendant No.5.

(Photocopy of written complaint is annexed herewith and marked as "G").

10. That thereafter the plaintiff filed Cr. Miscl Application No.1326/2023, U/S 22A and 22B Cr.P.C. before Hon'ble District and Sessions Judge Central Karachi for her due share and protection against defendant No.1 to 3 during pendency of the petition U/S 22A and 22B, the defendants patched up the shares dispute with the plaintiff and assured that they shall pay the said

due share of plaintiff within 1 year also executed/sworn affidavits, but due to particular circumstances did not file the same before the concerned Court of law i.e; 1st ADJ Central Karachi, and said Hon'ble Court disposed of the said petition with observation to seek the remedy from civil court and then defendant No.1 to 3 given their personal affidavits/surety, but thereafter they flatly refused to pay the due share to the plaintiff and further warned the plaintiff to forget her due share.

(Photocopy of memo of Cr.Msl app No.1326/2023 its order and sworn affidavit of defendant are annexed herewith and marked as "H, H/1 & H/2")

11. That after sale agreement and consideration as per stipulation, in respect of the above said property approached defendant No.1 to 3 for receiving of the remaining amount of the said property, but till to date you have failed and neglected to accede the request of plaintiff and kept the plaintiff on false hopes and promises and defendant No.1 to 3 did not give any heed the sincere requests of plaintiff due to ***malafide*** intention of defendant No.1 to 3 to fulfill their ulterior motive.

12. That plaintiff apprehension that the said property is going to be transferred by defendant No.4/purchaser in his name, wherein the plaintiff prayed the defendant No.5 to restrain the defendant from above said illegal and unlawful acts and to restrain from transferring the subject property in the name of defendant No.4, as such plaintiff due share in not paid till to date.

13. That legal notices sent to defendant No.1 to 5 on dated 08.07.2023 through courier and they acknowledge the same but they having no bona-fide pertaining to payment of due share of plaintiff above named supra did not respond positively, which act shows their malafide, hence the final notice were hereby sent to defendant No.1 to 5 on dated: 21.08.2023 but no any reply received by the defendant No.1 to 5 to the plaintiff, it appears that defendants, with malafide intention & for ulterior motives deliberately and intentionally denied to refund the payment under the circumstances the plaintiff is entitled to claim financial damages from defendants as plaintiff is suffering financial losses because

defendants illegally withhold the amount of plaintiff hence, the plaintiff has no option but to initiate/file instant suit.

(The Photocopies of legal notices and its courier receipt and Report are attached herewith and marked as annexure "I, ").

14. That the plaintiff suffered huge financial losses & injury due to intentional negligence, deliberate violation of terms of understanding and objects of the trust hence, the plaintiff is entitled for financial, psychological, emotional losses and damages which can be measured to some extant in terms of currency, amounting to Rs.1500,000/- and plaintiff is also entitled for recovery of damages for injury, mental, psychological torture and agony Rs.10,00,000/- total damages Rs.2500,000/-. The plaintiff would be deprived of her rights without amount of Rs.1,339,872/-, due to withholding of amount illegally by the defendants No.1 to 3 and creating obstructions to use amount for their personal purpose consequently, the plaintiff is entitled for the total amount of Rs.1,339,872/- along with markup @ 20% per annum from 16th June,2023 till to realization of the said amount.

15. That the plaintiff has serious apprehension that defendant No.4 will transfer or create third party interest in immovable /suit property i.e. ; **bearing House No. 105-A, (143-A), measuring 40.47 Sq, Yards, Waheedabad, Gulbahar, Karachi, by way of lease deed, executed by KMC Directorate of Kachiabadies, registered with Sub-Registrar T Division-VIII Karachi at serial No.577 dated:31.01.1984**, by defendants, if so happens, the plaintiff shall suffer injury, huge financial and other losses and will be deprived of her right over the amount illegally withheld by the defendant No.1 to 3, the plaintiff is entitled and having right & legal character to recover the said amount which illegally is withheld by the defendants No.1 to 3. Therefore, the plaintiff has a good *prima facia* case & the *balance of inconvenience* is also in favour of the plaintiff, if the injunction is not granted, it would cause *serious injury & irreparable losses* to the plaintiff hence, defendants be restrained to transfer the said property above mentioned, till the satisfaction of claim any delay will cause *serious injury* to the plaintiff.

16. That the cause of action for this suit arose in 16th June 2023 when the defendant No.1 to 3 promised to pay the due share of plaintiff, secondly the defendant No.1 to 3 made sale agreement with the defendant No.4 then defendant No.1 to 3 failed to discharge their liabilities upon plaintiff, thirdly when the defendant No.1 to 3 refused to pay due share of plaintiff & refused to receive Legal Notice, the same is continued till to date, within territorial jurisdiction of _____, where the suit property is situated, the same is within jurisdiction of this Hon'ble Court.
17. That for purpose of this suit is valued for recovery, declaration, damages & injunction hence, maximum ***ad valorem Court*** fee Rs.15000/- affixed herewith.

PRAYER

In the light of above facts and circumstances, it is respectfully prayed on behalf of the plaintiff that this Hon'ble Court may be

pleased to pass judgement/decree in favour of the plaintiff as under and against the defendant as under:

- a). To pass the Judgment and Decree for Recovery of Rs.1,339,872/- (Rupees Thirteen Lacs Thirty Ninety Thousand Eight Hundred and Seventy-Two Only) in favour of plaintiff and against the defendants No.1 to 3, plus interest at the rate of 20% per annum from 16th june 2023 till to realization of the said amount.
- b) To declare that the plaintiff is entitled for special & general damages therefore, defendant No1 to 3 be directed to pay damages Rs.1500,000/- for financial losses and Rs.10,00,000/- for mental, psychological, emotional torture, agony, and physical disturbance and stress to the plaintiff, which may be measured to some extent to the tone of damages of total Rs.2500,000/- (rupees twenty five lacs only).
- c) To permanently restrain and prohibit the defendant No.1 to 5 abovenamed and their attorneys, agents, Employees, servants and any person(s) act on their behalf from transfer immovable property i.e.

**bearing House No. 105-A, (143-A), measuring 40.47 Sq, Yards,
Waheedabad, Gulbahar, Karachi, by way of lease deed, executed
by KMC Directorate of Kachiabadies, registered with
Sub-Registrar T Division-VIII Karachi at serial No.577
dated:31.01.1984, till the disposal of the suit.**

d). Cost of the suit and / or any other relief, which this Hon'ble Court
may deem fit and proper in the circumstances of the case may be
granted.

PLAINTIFF

Karachi.

Dated: 09-10-23 ADVOCATE FOR THE PLAINTIFF

VERIFICATION

I, Mst. Qamar Un Nisa wd/o Syed Hafeez Ul Hasan, Muslim, Adult, R/o
Karachi, the plaintiff in the above matter do hereby solemnly affirmed
and verify on Oath that the contents of all the above paras including
prayer clauses are true and correct to the best of my knowledge and
belief.

Karachi:
Dated: 09-10-2023

DEPONENT

DOCUMENT FILED	As per annexures.
DOCUMENTS RELIED UPON	Original of the Annexures, and all other relevant documents.
ADDRESS OF THE PARTIES	As in Title.
ADDRESS FOR SERVICE OF PLAINTIFF'S COUNSEL.	As in Vakalatnama.

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali Hasan Defendants

APPLICATION UNDER ORDER 39 RULE 1 & 2 OF C.P.C

For the facts reasons disclosed in the accompanying affidavit, it is most respectfully prayed on behalf of the Plaintiff above named Plaintiff that this Honorable Court may kindly be pleased to restrain the Defendants their attorney, administrators, agent, heir, workers, employees, person or

persons working directly or indirectly under their directions not to transfer immovable property i.e. **bearing House No. 105-A, (143-A), measuring 40.47 Sq, Yards, Waheedabad, Gulbahar, Karachi, by way of lease deed, executed by KMC Directorate of Kachiabadies, registered with Sub-Registrar T Division-VIII Karachi at serial No.577 dated:31.01.1984** the suit property, without due course of law, till the final disposal of this suit.

Ad-interim order may be solicited in the interest of Justice.

Prayed Accordingly.

Karachi:

Dated: 12-10-2023

Advocate for the Plaintiff

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali Hasan Defendants

AFFIDAVIT

I, **Mst. Qamar Un Nisa** Wd/o Syed Hafeez Ul Hasan, Muslim, adult, resident of Flat No.E-13, Block-2, VIP City Complex, FL-9, Sector 11-A, North Karachi Town, District Central, Karachi, do hereby state on oath affirmation as under:-

1. That I am plaintiff in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
2. That the accompanying application u/o 39 rule 1 & 2 of CPC has been drafted under my specific instructions and the contents of the same may be treated as part of this affidavit for the sake of brevity of pleading.
3. That I say that in view of the stated facts and circumstance in the case required urgency, and above noted application may be granted as prayed and unless the same shall be granted the applicant shall be seriously prejudiced.
4. That whatever stated above is true and correct to the best of knowledge and belief.

Karachi

Dated: 12-10-2023

DEPONENT

IN THE COURT OF

**SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali HasanDefendants

AFFIDAVIT TO THE MEMO OF PLAINT

I, **Mst. Qamar Un Nisa** Wd/o Syed Hafeez Ul Hasan, Muslim, adult, resident of Flat No.E-13, Block-2, VIP City Complex, FL-9, Sector 11-A, North Karachi Town, District Central, Karachi, do hereby state on oath affirmation as under:-

1. That I am plaintiff in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
2. That the accompanying Memo of Plaintiff has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part of this affidavit.
3. That I say that the defendant No.1 to 3 became greedy and it is serious apprehension that the defendant No.4 may transfer or disposed of the property mentioned in the main application, hence the accompanying application.
4. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.

5. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: 09-10-2023

DEPONENT

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali Hasan Defendants

Address of the plaintiff for Service

Mst. Qamar Un Nisa

Wd/o Syed Hafeez Ul Hasan,
Muslim, adult, resident of Flat No.
E-13, Block-2, VIP City Complex,
FL-9, Sector 11-A, North Karachi
Town, District Central, Karachi.

Address of Counsel for Plaintiff:

Kulsoom Khan Jadoon

12th-B, 4th Floor, Namco Centre Building,
Campbell Street, New Challi, Karachi.

Phone No.0341-2200055, 0315-8360991

Karachi

Dated: 09-10-2023

Advocate for the plaintiff

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali Hasan Defendants

Karachi Dated: 09-10-2023 Advocate for
plaintiff

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali Hasan Defendants

APPLICATION U/S 149, R/W SECTION 151 CPC

It is respectfully prayed on behalf of the plaintiff above named that for the reasons and facts disclosed in the accompanying affidavit that this Hon'ble Court may be pleased to grant time of at least one month for payment of court fee on the memo of plaint as the plaintiff is not in a position to affix court fee at the moment however the plaintiff will affix the court fee if the time granted to her.

Prayed accordingly in the interest of justic

Karachi:

Dated: 09-10-2023

Advocate for the Plaintiff

**IN THE COURT OF SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**
Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali Hasan Defendants

AFFIDAVIT

I, **Mst. Qamar Un Nisa** Wd/o Syed Hafeez Ul Hasan, Muslim, adult, resident of Flat No.E-13, Block-2, VIP City Complex, FL-9, Sector

11-A, North Karachi Town, District Central, Karachi, do hereby state on oath affirmation as under:-

5. That I am plaintiff in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.
2. That the accompanying application for court fee has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part and parcel of this affidavit.
3. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court
4. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: 09-10-2023

DEPONENT

IN THE COURT OF

**SENIOR CIVIL JUDGE, AT KARACHI
CENTRAL**

Civil Suit No. / 2023

Mst. Qamar Un Nisa Plaintiff

VERSUS

Syed Muhammad Rafay Ali Hasan Defendants

LIST OF WITNESSES

01. Mst. Qamar Un Nisa
Plaintiff.

02. Surriya Nasir(daughter)
03. Samar Anjum (daughter)
Karachi:

Dated: 09-10-2023 **Advocate for the Plaintiff**

**IN THE COURT OF IXTH SENIOR CIVIL JUDGE EAST AT
KARACHI**

Civil Suit No. 189/2021

Salman Razi Plaintiff

Versus

Imran Razi
Defendant

Written Statement

On behalf of the defendant No.1

It is respectfully submitted on behalf of the abovementioned defendant No.1 as under:-

PRELIMINARY LEGAL OBJECTIONS:-

- (i) That the instant case filed by the plaintiff is not maintainable as the plaintiff has not approached this hon'ble Court with clean hands.
- (ii) That the instant plaint is not maintainable under the law and liable to be dismissed as such no any cause of action accrued against the defendant.
- (iii) That the cause of action mentioned by the plaintiff in the plaint is incorrect, false, misleading and totally unsustainable under the law.

(iv) That the plaintiff filed the instant suit for cancellation, that the suit for cancellation is not maintainable , the plaintiff is not entitled for any relief as such the plaintiff is liable to return and pay the amount of defendant No.1, therefore the instant suit is liable to be dismissed with cost.

WITHOUT PREJUDICE TO THE ABOVE, the parawisereply of the instant case is as follows

1. That the contents of the Para No.1 & 2 are denied being bundles of lies. In fact the plaintiff is law breaker as he did illegal acts and fraud and many cases against him due to illegal acts. It is respectfully submitted that the plaintiff committed fraud in bank by forged signature upon cheque of defendant No.1 real son, therefore, the FIA blocked the bank account of plaintiff. It is pertinent to mention herein that the defendant No.1 also filed the complaint against the plaintiff.

(Photocopy of complaint filed by the defendant No.1 against the plaintiff is annexed herewith and marked as annexure _____).

2. That the contents of the Para no.3 of the plaint are denied. It is respectfully submitted that the plaintiff is trying to mislead to this Hon'ble Court as such the father of plaintiff and defendant No.1 died on 18.03.2018 and the plaintiff spelled the wrong date of father's death before this Hon'ble Court. It is respectfully submitted that the dispute created by the plaintiff upon

deceased properties, therefore the mother of plaintiff and defendant No.1 filed SMA No.399/2018 before Hon'ble High Court Sindh Karachi and whole conduct of plaintiff is mentioned in the said SMA.

(Photocopy of plaint of SMA No.399/2018 is annexed herewith and marksed as annexure _____)

3. That the contents of the Para no.4 of the plaint are vehemently denied being false story. It is respectfully submitted that the plaintiff did not spell out a single word in the plaint in respect of the legal share of the defendant No.1 and other legal heir and by this way concealed the real facts with malafide intention by the plaintiff. It is further submitted that the father of plaintiff was property dealer and he used to kept in balance his whole family, it is pertinent to mention herein that the father of plaintiff and defendant No.1 used to keep all documents and cheques book of whole family in his custody and after the death of father of the plaintiff and defendant No.1, the plaintiff and his brother jaweed Razi misused the said cheque books, as such the plaintiff misused the cheque of defendant No.1 son's namely Syed Ahsan Imran Razi Hashmi and whole investigation conducted against the plaintiff which fact on record.

(Photocopy of FIR and charge sheet is annexed herewith and marked as annexure_____).

4. That the contents of Para No.5 of the plaint are vehemently denied being false and fabricated story. It is respectfully submitted that the plaintiff concealed the real facts from this Hon'ble Court regarding actual fact that the plaintiff took loan from the defendant No.1 and promised him that he will return the loan but did not refund and issued 5 cheques bearing No. 36901950 to 36901954 of Rs.500,000/- each, the cheques were bounced, thereafter the defendant No.1 asked the plaintiff for his amount but the plaintiff did not respond the defendant No.1 for the refund of his amount. It is further submitted that the plaintiff did not spell out a single word in the plaint in respect of the legal share of the defendant No.1 and other legal heirs and by this way concealed the real facts with malafide intention by the plaintiff. It is pertinent to mention herein that the plaintiff and his brother illegally took the cheque books of all legal heirs which is fact on record in the above para no.2.

5. That the contents of Para No.6 of the plaint are vehemently denied being false story. It is respectfully submitted that the defendant No.1 given loan amount of Rs.10,500,000/- (one crore and five lacs) through pay order to the plaintiff in the year of 2017 and when the defendant No.1 demanded his amount back then the plaintiff issued 5 cheques bearing 36901950, 36901951, 36901952, 36901953, and 36901954 of JS Bank saddar branch of Rs.500,000/- (five lacs)each against the said loan amount.

(Photocopy of bank statement is annexed herewith and marked as annexure _____)

6. That the contents of Para No.7 of the plaint are vehemently denied being false and concocted story. The plaintiff is put to be strict proof thereof. It is respectfully submitted that the plaintiff is trying to mis-lead to this Hon'ble Court as such the annexure P-1 of dated:12.02.2020 is false and fabricated and the plaintiff by filing the instant proceedings and fabricated documents tantamount to forgery and committed penal offence by filing false statements/deposition. Separate proceeding shall be initiated

against the applicant before this hon'ble Court through separate application U/s 476 Cr.P.C R/W Section:195 and 197 PPC, the defendant reserves the same at this moment. It is pertinent to mention herein that the plaintiff himself prepared and produced the document before this Hon'ble Court. It is pertinent to mention herein that the forged annexure P-1 is not related to the defendant No.1 and the actual agreement did not concerned with the instant case, as such there was the dealing against property bearing No.926-AM-11 square yards between plaintiff, defendant No.1 and third persons namely; Haji Sher Muhammad, Syed Manzoor Ahmed and Haji Habib Sahab which property and business dealing and the plaintiff talking about his share regarding business dealing which is totally separate from legal share. It is pertinent to mention herein that this transaction is a business transection and in this regard the third party issued 4 cheques bearing No.A-99019878, A-99019879, A-99019880 and A-99019881 of Rs.50,00,000/- (fifty lacs) each.

(Photocopy of agreement and copy cheques issued by the third person are annexed

herewith and marked as annexure
_____).

7. That the contents of Para No.8 of the plaint are vehemently denied being false story. It is respectfully submitted that the plaintiff levelled allegation upon the defendant No.1 regarding the cheques that the plaintiff is liable to pay the laon amount to the defendant No.1 as the FIR is already lodged against the plaintiff and the filed the instant case just in counter blast, prior to the suit never ever filed the complaint before any competent forum against the defendant No.1 that the plaintiff is greedy and dishonest person, hence, the allegation levelled against the defendant No.1 is denied in toto.
8. That the contents of Para No.9 of the plaint are vehemently denied being false and concocted story. It is respectfully submitted that the plaintiff is mis-leading to this Hon'ble court, that when the plaintiff went to the branch for encashment of cheque, 1. Chq#36901951 was bounced then he tried to another 2. Chq#36901952 then the same was also bounced then the

defendant No.1 lodged the FIR No.17/2021 against the plaintiff because the plaintiff denied to return/pay back the amount of defendant No.1. It is further submitted that the plaintiff is fraud person and did fraud in bank therefore, the FIA blocked the account of plaintiff due to his illegal act and the plaintiff filed the instant suit with his malafide intention and ulterior motives. It is pertinent to mention herein that the defendant No.1 filed the Civil Suit No. 1640/2018 against the plaintiff for recovery of amount, declaration, injunction which is pending before Senior Civil Judge East Karachi for adjudication.

9. That the contents of Para No.10, 11 & 12 of the plaint are vehemently denied being false and concocted story as such all contents are bundle of lie. It is respectfully submitted that the plaintiff is liable to pay back the loan amount to the plaintiff, hence the plaintiff have no right to claim of cancellation.
10. That the contents of Para No.13 of the plaint are vehemently denied being false and concocted story as such all contents are

bundle of lie that no any cause of action has been accrued against the defendant.

11. That the contents of the Para no. 14 & 15 are formal and need no reply.

12. That as far as the PRAYER clauses are denied too. The plaintiff is not entitled to any relief as such the plaintiff is fraud person and cheated the defendant No.1 and his whole family. The instant case being mischievous, vexatious, malicious, dishonest having been with ulterior motives, deserves to be dismissed with special compensatory costs in the interest of justice, fair play and good conscience.

It is therefore, respectfully prayed that this Hon'ble Court may be pleased to dismiss the above case on the legal as well as on the factual grounds incorporated under this written statement and to grant compensatory as provided under law to the defendant No.1 above-named because the instant case is

frivolous and vague in nature and same is not maintainable at all.

DEFENDANT

Karachi:

Dated: 02-02-2024

**Advocate for the
Defendant No.1**

VERIFICATION

I, Imran Razi S/o Syed Razi Ahmed (late), Muslim, Adult, R/o Karachi, the defendant No.1 in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: 02-04-2024

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent above named who is identified to me by **MS. KULSOOM KHAN JADOON ADVOCATE**, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

DOCUMENT FILED : As per annexures.

DOCUMENTS RELIED UPON : Any relevant documents.

ADDRESS OF THE PARTIES : Same as in the title of the plaint.

ADDRESS FOR SERVICE OF DEFENDANT'S COUNSEL. : As in Vakalatnama.

IN THE COURT OF IXTH SENIOR CIVIL JUDGE EAST AT KARACHI

Civil Suit No. 189/2021

Salman Razi
Plaintiff

Versus

Imran Razi
Defendant

COUNTER AFFIDAVIT TO THE APPLICATION U/O XXXIX ;
RULE 1 & 2 CPC R/W 151 CPC.

I, Imran razi S/o Syed razi Ahmed(late), Muslim, adult, R/o of Karachi, do hereby state on oath as under: -

1. That I am the deponent herein and the defendant No.1 in the above suit as such am fully conversant with the facts of the case.
2. That the stay application moved on behalf of the Plaintiff and its supporting affidavit has been readover to me and at the very outset I vehemently deny and oppose the application under reference.
3. That the application is ambiguous and filed with malafide intention to harras the defendant No.1.
4. That I say that the very suit and the application under reference otherwise have been filed without any cause of action and at no point of time any effort was made to dispossess the Plaintiff.
5. I say that the Plaintiff has failed to make-out prima-facie good arguable case, hence she has failed to make out a prima facie case and balance of

convenience is also not in her favour and no irreparable loss will cause to her.

6. That I say each and every contents of the application and affidavit under reference are opposed and denied in the circumstances.
7. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: 02-02-2024

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent above named who is identified to me by **MS. KULSOOM KHAN JADOON ADVOCATE**, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

**IN THE COURT OF SR. CIVIL JUDGE AT
KARACHI
(EAST)**

Civil Suit No. _____ / 2023

Hilal Ahmed
S/o Afzal Ahmed, Muslim,
adult, resident of House No. 3-U,
Jahangir Road Near Noori Shah
Mazar, Teen Hatti, Karachi. -----
PLAINTIFF

VERSUS

1. Rizwana Rehman
W/o. Hilal Ahmed
D/o. Abdul Rehman, Muslim,
adult, resident of House No.
R-56, Bagh Malir,Kala Board
Malir, Karachi.
2. Union Committee-01
Through Union Committee Secretary,
200603, Rahim Khan Jokio District
Korangi, Karachi.
3. National Database & Registration Authority,
Govt. of Pakistan, having Head Office
at Karsaz, Near Kingri House,
Karachi.-----DEFENDANT
S

SUIT FOR DECLARATION,
CANCELLATION & RECTIFICATION IN
B-FORM

The plaintiff most respectfully begs to submit as under:-

1. That the plaintiff is respectable citizen of Islamic Republic of Pakistan and having CNIC No. 42201-8390181-1.
2. That the plaintiff and defendant No.1 were married at Karachi on 11th March 2022, according to Sunni Muslim Law, against dower amount of Rs. 50,000/-, which has been paid by the plaintiff to the defendant No.1 and the marriage was duly consummated.

(The photocopy of Nikkahnama is attached herewith and marked as annexure "B").

3. That out of the said wedlock one issue born baby boy "Zunair Ahmed S/o Hilal Ahmed" whose date of birth is 20-11-2022, (hereinafter called as "the Ward") and he is under the custody of the defendant No.1.

(The photocopy of birth certificate of minor is attached herewith and marked as annexure "C").

4. That with a great sadness that the whole family was not willing to continue the said wedlock and want to break the said wedlock as such they gave life threats to the plaintiff through messages that if the plaintiff will not pronounce/give Tallaq to the defendant No.1 they will kill him and free him from his life. It is pertinent to mention herein that on 16.06.2022 at about 11:00p.m. the defendant No.1 made plan and called her father, sister, brother, brother in laws and relatives, as per planned, they came to the house of plaintiff with malafide intension and ulterior motives, started to knock the door badly then broke the door and forcibly entered into the house of plaintiff, thereafter they started to fight with plaintiff and his family, gave life threats to the plaintiff to give divorce to defendant No.1, resultantly the plaintiff did not accept/agree their unlawful demand then they started to beat the plaintiff and his family and forcibly took all dowry articles including gold ornaments from the house of plaintiff

and also theft/snatched Rs.500,000/- of plaintiff's brother's marriage and snatch the gold from plaintiff's mother and bhabhi.

In the view of the above incident the plaintiff called to "15" helpline then police reached and bring all of them at police station and warned them not to do this type of activity again but they misbehaved with the police as well, then the plaintiff moved an application in Police Station for MLO and thereafter moved application for lodging FIR against the defendant No.1 and her family but police did not entertain him then the plaintiff filed the Cr.Mis Application bearing No.2904/2022 before Hon'ble District & Sessions Judge East Karachi and same transferred to VIIth ADDL District & Sessions Judge East Karachi, which was allowed and then police lodged FIR No.502/22, U/S 382,452,148,147 377A PPC in P.S: Jamshed Quarters against the defendant No.1 party.

(The photographs of attack on plaintiff, MLO application dated: 16.06.2022, MLO letter and its reports, written complaint, memo of Cr.Mis.App No. 2904/2022, its order dated: 13.09.2022, FIR No.502/2022 and challan are attached herewith and marked as annexure "C, C/1 to C/_____").

5. That the plaintiff filed the Family Suit No.4203 /2022 for Restitution of conjugal right, the said suit filed by the plaintiff only for welfare of minor, it is pertinent to mention herein that the defendant No.1 filed Family Suit No.3838/2022 for dissolution of marriage by way of khulla, recovery of dowry articles and maintenance.

(The photocopy of disposal orders dated: 23.02.2023 in F.S No.4203/2022 and F.S No.3838/2022 are attached herewith and marked as annexure "D & D/1").

6. That thereafter plaintiff want to visit the house of his father-in-law to meet with his real son namely Zunair Ahmed, but due to criminal behavior of the defendant No.1 and her family, the life of plaintiff was in danger so, the plaintiff avoided to talk directly with the defendant No.1 side then the

plaintiff filed the G & W Case No.519/2023 before XIXth Family Judge East Karachi for the meeting with minor which is pending for adjudication.

(The photocopy of plaint is attached herewith and marked as annexure "E").

7. That the plaintiff is real father of the minor and having/keeps right to prepare the birth registration certificate of the minor so, the plaintiff applied on 03.02.2023 in the concerned authority Union Committee No-13, Mujahidabad Dist, West Karachi, for the birth registration certificate of minor on, the concerned authority, as per requirement of Union Committee, the plaintiff provided and submitted all documents and details to the Union Committee as per rules and law, then the Union Committee No.13 Mujahidabad Dist West Karachi, issued the birth registration certificate of minor to the plaintiff with tracking ID No.91100014898053, CRMS No.B822455210 which was genuine and true as per law.

8. That in the meanwhile the defendant No.1 malafidely prepare one fake and bogus birth registration certificate of minor namely **Zunair Ahmed** S/o Hilal Ahmed with another fake name; **Shaikh Rehmatullah** as such it was in her knowledge that the birth registration certificate has already been prepared with the name of Zunair Ahmed but due to her malafide intention and ulterior motive she forcibly prepared the fake and bogus certificate with the name of **Shaikh Rehmatullah** from the Union Committee No-01, Rahim Khan jokhio, Dist Korangi Karachi, which is fake and bogus as such the said birth registration certificate is shown incomplete and suspicious, as such the detail of grandfather is necessary to put in BRC but the defendant No.1 with her malafide intention concealed the real facts and prepared the bogus BRC forcibly/deliberately through concerned authority, the Union Committee No-01, Rahim Khan jokhio, Dist Korangi Karachi prepared the fake and bogus certificate without asking and getting the actual information to trace the actual/real certificate, in this advance era all record updates having with the authorities and departments, they can easily trace record and data, but the Union

Committee No-01, Rahim Khan jokhio, Dist Korangi Karachi, did not paid their duties properly and helped the defendant No.1 in this illegal act and the Union Committee No-01, Rahim Khan jokhio, Dist Korangi Karachi, safe their-selves and stamped in the bottom of the Birth Registration Certificate, (**All the provided Data/information/entry will be responsibility only on information provider**) which shows the malafide of defendant No.1 and 2.

(The photocopy of fake and bogus birth registration certificate is attached herewith and marked as annexure "F").

9. That the defendant No.1 got the decree of khulla through the concern court of law and without completing the probation period of iddat of 3 months and 10 days, she applied for **Divorce Certificate** with her malafide intention in the concern Union Committee No.01 Dist Korangi, Karachi, which is against the law and the concern authority/defendant No.2 assisted the defendant No.1 in illegal conduct, the defendant No.2 issued a suspicious and bogus Divorce Certificate to the defendant No.1, It is

pertinent to mention herein that the defendant No.2 to safe their-selves and stamped in the bottom of the Divorce Certificate, **(All the provided Data/information/entry will be responsibility only on information provider)** which shows the malafide of defendant No.1 and 2. The conduct of Defendant No.1 and 2 is illegal and separate legal action will be taken against them under the law.

10. That thereafter the defendant No.1 prepare a fake and bogus B-Form of Minor with the fake name **Shaikh Rehmatullah**, however the real name of minor is Zunair Ahmed, the defendant No.3/NADRA without necessary inquiry and legal question with the defendant No.1, NADRA prepared a fake B-Form which is illegal conduct and Separate proceeding shall be initiated against the defendant No. 1 to 3 before the concerned Hon'ble Court through separate application U/s 476 Cr.P.C R/W Section:195 and 197 PPC, the plaintiff reserves the same at this moment

(The photocopy of illegal Divorce Registration Certificate is attached herewith and marked as annexure "G").

11. That the defendant No.1 given a false statement and affidavit in NADRA with her malafide intention and ulterior motives that the plaintiff is not attached with the minor and plaintiff is not concern with the minor, as such the record is silent in B-Form regarding the real father of Minor namely Zunair Ahmed and NADRA did not inquire about this illegal act that who is the father of minor, and NADRA did not put the detail of plaintiff which shows the malafide of NADRA as well.
12. That now the plaintiff need to correct his real son name **Zunair Ahmed S/o Hilal Ahmed** in the B-Form of NADRA record, as such the NADRA changed the name of minor from **Zunair Ahmed** to **Shaikh Rehmatullah** in B-Form.
13. That when plaintiff approached to the NADRA/ defendant No.3 and requested for necessary correction of minor's name in Birth Registration Certificate but the same was refused by the concerned staff of the NADRA/defendant No.3 and clearly said that for correction COURT DECREE REQUIRED FOR CORRECTION.

14. That now as per the instructions of the defendant No.3 and plaintiff advised by them to get declaration from the Court of law for replacement of fake and bogus name Shaikh Rehmatullah to real name of minor ZUNAIR AHMED in the B-Form, as such the actual record with the name of Zunair Ahmed which is true and correct admittedly, the same is legal requirement for any correction / amendment / alteration in B-Form, as such under the facts and circumstances, the plaintiff has been left with no option except to file the instant suit before this Hon'ble Court, hence this suit.
15. That the cause of action arose when the defendant No.1 prepared a fake Birth Registration Certificate of minor from defendant No.2/Union Committee No-01, Rahim Khan jokhio, Dist Korangi Karachi, Secondly defendant No.1 prepare the fake and bogus B-Form from defendant No.3/NADRA instead to put the real name of minor, thirdly the defendant No.1 malafidely prepare the divorce registration certificate from Union Committee No-01, Rahim Khan jokhio, Dist Korangi Karachi without completing the probation period of iddat, fourthly she concealed the real facts

from court and authorities, fifthly when the subordinates of the defendant No.3/NADRA disclosed the plaintiff to obtain decree from the concern Court regarding replacement of minor name Shaikh Rehmatullah to ZUNAIR AHMED as such the actual record with the name of Zunair Ahmed which is true and correct admittedly, the same cause of action still continues till the final disposal of this suit as prayed.

16. That the Suit is properly stamped.
17. That the office of the defendants situated within the territorial Jurisdiction of P.S. _____, which is within the jurisdiction of this Hon'ble Court.

PRAYER

It is therefore, respectfully prayed on behalf of the plaintiff abovenamed that this Hon'ble Court may be pleased to pass the Judgement and Decree in favour of the plaintiff and against the defendant as under:-

- I). To declare that the correct the name of plaintiff's real son namely Zunair Ahmed in B-Form and in all records.
- II) To direct the defendant No.3 to replace and cancel the fake and bogus name "Shaikh Rehmatullah" to real name of minor namely; ZUNAIR AHMED in computerized B-Form and after necessary correction to direct the defendant No.3 to make and issue fresh B-Form and put the same in their whole record of NADRA.
- III) Any other relief / relieves which this Hon'ble Court may deemed fit and proper in the circumstances of the case.

Karachi:

Dated: 11-04-2023

PLAINTIFF

Advocate for the Plaintiff

VERIFICATION

I, Hilal Ahmed S/o Afzal Ahmed, Muslim, adult, R/o Karachi, the plaintiff in the above matter, do hereby verify that I am well conversant with the facts of the case and on this _____ day of April, 2023, at Karachi

do hereby state on Oath and verify the contents of the above paras, say the same are true to the best of my knowledge and belief.

Karachi:

Dated: 11-04-2023
T

D E P O N E N

Identified by me

A D V O C A T E

Sworn before me on Oath at Karachi by the deponent abovenamed who is identified by me by **Ms.KULSOOM KHAN JADOON** Advocate, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

DOCUMENTS FILED: Photocopies of Annexures

DOCUMENTS RELIED UPON: Originals of the Above.
ADDRESS OF THE PARTY: As in the title.

ADDRESS FOR SERVICE OF
PLAINTIFF'S COUNSEL: As in Vakalatnama.

DRAFTED BY ME. ADVOCATE

For Immediate Use in Court
on behalf of the plaintiff

IN THE COURT OF SR. CIVIL JUDGE AT
 KARACHI
 (EAST)

Civil Suit No. _____ / 2023

Hilal Ahmed
PLAINTIFF -----
VERSUS

1. Rizwana Rehman
2. Union Committee-01
3. NADRA

----- DEFENDANTS

AFFIDAVIT

I, **Hilal Ahmed S/o Afzal Ahmed**, Muslim, adult, resident of House No. 3-U, Jahangir Road Near Noori Shah Mazar, Teen Hatti, Karachi, do hereby state on oath as under:-

1. That I am the plaintiff in this case as well as deponent of this affidavit, as such am fully conversant with the facts stated herein.
2. That I say that the accompanying suit has been drafted and filed under my specific instructions, contents whereof are true and correct to the best of my knowledge and belief and may be treated part and parcel of this affidavit for the sake of brevity.

3. That unless and until the accompanying suit is allowed as prayed, I shall suffer irreparable losses. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi;

Dated: 11-04-2023

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent abovenamed who
is identified by me by **Ms. Kulsoom Khan Jadoon Advocate**, who is
known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

Civil Suit No. _____ / 2023
Hilal Ahmed _____ PLAINTIFF

VERSUS

1. Rizwana Rehman
 2. Union Committee-01

3. NADRA

--DEFENDANTS

Karachi:

Dated: 11-04-2023

Advocate for the Plaintiff

**IN THE COURT OF
KARACHI**

SR. CIVIL JUDGE AT

(EAST)

Civil Suit No. / 2023

Hilal
PLAINTIFF

Ahmed

VERSUS

1. Rizwana Rehman
 2. Union Committee-01
 3. NADRA

--DEFENDANTS

ADDRESS FOR SERVICE OF THE PLAINTIFF

**Hilal Ahmed
S/o Afzal Ahmed.**

Muslim, adult, resident of
House No. 3-U, Jahangir Road
Near Noori Shah Mazar,
Teen Hatti, Karachi.

Karachi:

Dated: 11-04-2023

Advocate for the Plaintiff

**IN THE COURT OF
KARACHI**

**SR. CIVIL JUDGE AT
(EAST)**

Civil Suit No. / 2023

Hilal Ahmed
PLAINTIFF

VERSUS

1. Rizwana Rehman
 2. Union Committee-0
 3. NADRA

--DEFENDANTS

**APPLICATION UNDER ORDER 39 RULE 1 & 2 OF
C.P.C**

For the facts reasons disclosed in the accompanying affidavit, it is most respectfully prayed on behalf of the Plaintiff above named Plaintiff that this Honorable Court may kindly be pleased to restrain the Defendants their attorney, administrators, agent, heir, workers, employees, person or persons working directly or

indirectly under their directions not to press and use the said fake and bogus B-form and name Shaikh Rehmatullah for record at anywhere and , without due course of law, nor put in any record or what so ever, till the final disposal of this suit.

Ad-interim order may be solicited in the interest of Justice.

Prayed Accordingly.

Karachi:

Dated: 11-04-2023

Advocate for the Plaintiff

**IN THE COURT OF SR. CIVIL JUDGE AT
KARACHI
(EAST)**

Civil Suit No. _____ / 2023

Hilal Ahmed
PLAINTIFF

VERSUS

4. Rizwana Rehman
5. Union Committee-01

6. NADRA

-----DEFENDANTS

AFFIDAVIT

I, **Hilal Ahmed S/o Afzal Ahmed**, Muslim, adult, resident of House No. 3-U, Jahangir Road Near Noori Shah Mazar, Teen Hatti, Karachi, do hereby state on oath as under:-

That I am plaintiff in the above matter and as such am well conversant with the facts of this case.

1. That the accompanying application u/o 39 rule 1 & 2 of CPC has been drafted under my specific instructions and the contents of the same may be treated as part of this affidavit for the sake of brevity of pleading.
2. That I say that in view of the stated facts and circumstance in the case required urgency, and above noted application may be granted as prayed and unless the same shall be granted the applicant shall be seriously prejudiced.

That whatever stated above is true and correct to the best of knowledge and belief.

Karachi:
Dated:11.04.2023

DEPONENT

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**Chairman NEPRA,
4 others -----RESPONDENTS**

INDEX

S#	PARTICULARS	ANNEXURE	PAGES
1	Memo of Petition		
2	Photocopy of Electricity Bills of Consumer No.LA829464	A, A/1 to A/	
3	Photocopy of complaint to Wafaqi Mohtasib its courier slip and online msg screen shot and inspection of dated:07.07.23	B, B/1 to B/	
4	Photocopy of Wafaqi Mohtasib order and Letters of NEPRA dated 30.08.2023 and written complaint to NEPRA dated:23.08.2023	C, C/1 to C/	
5	Photocopy of electricity bill of June,2023	D	

6	Photocopy of electricity bill of consumer No. LB042943, Account number. 0400010757019	E, E/1 to E/	
7	Photocopy of electricity bill of August,2023 and Oct,2023	F & F/1	
8	Photocopy pf FIR No.572/2023	G	
9	True copy of memo of bail application bearing No.6072/2023 and its order	H & H/1	
10	Application For under section 39 and Rule 1 & 2 R/W Section 151 C.P.C.		
11	Urgent Application along with affidavit		
12	Exemption application along with affidavit		
13	Vakalatnama		

Karachi

Dated: 11-11-2023

ADVOCATE FOR THE PETITIONER

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi
S/o Syed Razi Ahmed Hashmi

Muslim, Adult, R/o
House No. U/6/38
Block-06, PECHS, Karachi -----Petitioner

VERSUS

- 1. NEPRA,**
NEPRA regional office Karachi.
- 2. The K.E. Ltd,**
Through its Managing Director,
Having office at Karachi.
- 3. General Manager,**
K.E Ltd, PECHS, Tipu Sultan Road, Karachi.
- 4. Deputy General Manager CA,**
IBC-PECHS, Tipu Sultan Road, K-Electric
Limited, Karachi.
- 5. Consumer Manager Billing,**
Karachi Electric Supply Company,
Tipu Sultan Rd, Karachi Memon
Co-operative Housing Society
Jinnah Housing Society, PECHS,
Karachi.....RESPONDENTS

CONSTITUTION PETITION U/A 199 OF
CONSTITUTION OF ISLAMIC REPUBLIC OF
PAKISTAN 1973.

The petitioner above named respectfully submits as under:-

1. That the petitioner is law abiding citizen of Islamic republic of Pakistan and presently residing at the above mentioned address and having respect in the eye of his relatives, society and well-wishers and relatives.
2. That petitioner is consumer of Electricity of Res No. 2&3 vide it's Consumer No, LA829464, Account No. 0400010754710, Contract No.30864967, Meter No. WT02976, which the said Meter installed in premises of the petitioner, the address is mentioned above in the title of the instant constitutional petition.
3. That the above mentioned electricity Meter bearing Consumer No.LA829464 was installed in the premises (measuring 500 square yards) of the petitioner and has been regularly paying his monthly electricity bills and till June, 2023. It is pertinent to mention herein that the petitioner is living with his 5 family members (total 6 family members) average bill used to be, round about, Rs.15,000/- to 30,000, the bill till April 2023 which shows complete picture/ historical information of average bill.

(Photocopy of Electricity Bills of Consumer No.LA829464 are annexed herewith and marked as annexure "A, A/1 to A/___").

4. That it is pertinent to mention here that due to fluctuation of electricity the petitioner called on 118 which is official complaint number of K-Electric, on the complain of petitioner the K-Electric team came and fit one piece on meter for neutral, thereafter the team of K-Electric came again on 13.06.23 started threats to him and asked the petitioner for bribe, otherwise they/K-Electric cut off the electricity of petitioner, threatened the petitioner that they will add the kunda bill with his actual bill upon which the petitioner refused to do so.
5. That thereafter the petitioner approached to the Wafaqi Mohtasib for resolving the K-Electric issue and filed the complaint on 13.06.2023 before Wafaqi Mohtasib, they replied and fixed the date 22.06.23 for hearing, after hearing before Wafaqi Mohtasib, they orders for inspection regarding the issue of petitioner when inspection was conducted on dated:07.07.2023 incomplete and

improper inspection conducted by the team of respondent No.2 and did not disclosed the real facts and about the other installed meters and bills which have paid by the petitioner.

(Photocopy of complaint to Wafaqi Mohtasib its courier slip and online msg screen shot and inspection of dated:07.07.23 are annexed herewith and marked as annexure "B, B/1 to B/_").

6. That on dated:26.07.23 the Wafaqi Mohtasib after formal hearing without notice to petitioner from Wafaqi Mohtasib side they referred the matter to NEPRA Karachi/respondent No.1. The petitioner waited for response of NEPRA/respondent No.1 but no any response received then the petitioner filed complaint on 23.08.23 before NEPRA for his Electricity bill issue.

(Photocopy of Wafaqi Mohtasib order and Letters of NEPRA dated 30.08.2023 and written complaint to NEPRA dated:23.08.2023 are annexed herewith and marked as annexure "C, C/1 to /_").

7. That the petitioner is still ready to pay his electricity bill as such the petitioner is regular bill paying customer, never ever skipped the payment of bill but due to malafide of K-Electric/Respondent

No.2, upon which Res No.2&3 served a bill of Rs.91,345/- to the petitioner in the month of June 2023 and the last bill was paid on 20.06.2023 of Rs.50,000/- very hardly, the petitioner has restrained to pay the monthly bill and he could not deposit his electricity bill for few months, therefore, the petitioner went to the office of K-Electric for correction of excessive and overbilling and with the request of installments of billing amounts, but Res. No.2 to 5 did not pay any attention and in 13th june,2023 Res No.2&3 disconnected the electricity connection of the house of petitioner above named.

8. That, due to the disconnection of electricity, petitioner and his family faced lots of problems and hardships, it is to mention here that the family of petitioner is only consists of six members having very limited use of electricity. The petitioner have been continuously approaching Res No.2&5 for restoring electricity connection and trying for reduction in over and excess billing of KESC and requesting for installments but in vain.

9. That, despite of the fact that the petitioner deposited of Rs.50,000/- in the month of july,2023(billing month june,2023), but the Respondent No.2 to 5 did not restore electricity connection of petitioner's house which is clear misconduct and breach of trust on the part of Res No.2 and 4.

(Photocopy of electricity bill of june,2023 is annexed herewith and marked as annexure "D").

10. That the respondent No.2 cut the meter No. WT02976 of petitioner on dated: 13.06.2023 then the petitioner using his other meter **consumer No. LB042943, Account number. 0400010757019** as such total 4 meters are installed at the house of petitioner in which **2 meters** under the use of petitioner and 2 meters under the use of petitioner's brother.

(Photocopy of electricity bill of consumer No. LB042943, Account number. 0400010757019 are annexed herewith and marked as annexure "E, E/1 to E/ ").

11. That now the petitioner is using other meter consumer No.LB042943, account No. 0400010757019. It is surprising that in next month ie, June 2023 Res No.2,4 and 5 again issued a bill

to the petitioner with full amount and surprisingly on closed and cut meter the respondent No.2 to 5 are sending unfair bills/units against closed meter which are illegal charges as.

12. That, despite of several meetings with the Respondents, the matter of over, excessive and wrong billing could not be resolved, and the respondent No.2 continuously issuing the illegal and wrong bill to the petitioner, hence the K-Electric did not stop to sending the illegal bill and unfair/extra fine against closed meter bearing No.02976WT and consumer No.LA829464 which is full of harassment and malafide of K-Electric.

13. That, Res No 2 to 5 has issued huge and extra ordinary bill of June 2023 as Rs.91,345/- and bill of August,2023 as Rs.725,769/- and bill of October as Rs.210,706/- along with the separate bill of Rs. 923,811.97/- plus Rs.15,300.46/- to the petitioner, upon which the petitioner approached Res No 4, and requested about the matter and asked them to restore electricity connection but Respondents did not restore the said electricity connection and

kept on sending over and excessive electricity bills to the petitioner whereas electricity of petitioner's house was disconnected on 13th June,2023 till today, and despite of the disconnection of electricity. respondents are regularly serving/issuing electricity bills with excessive number of units which the petitioner has never ever consumed hence the act of respondents is illegal, against the principles of natural justice and does not make any sense what so ever.

(Photocopy of electricity bill of August,2023 and Oct,2023 are annexed herewith and marked as annexure "F & F/1")

14. That it is quiet alarming and shocking for the petitioner that Res No.2 to 5 has issued huge and extra ordinary bill of June 2023 as Rs.91,345/- and bill of August,2023 as Rs.725,769/- and bill of October as Rs.210,706/- along with the separate bill of Rs. 923,811.97/- plus Rs.15,300.46/- to the petitioner. The petitioner has not to deposit the bill as such the the meter was disconnected by respondents so, how the units can be consummated on closed meter. The petitioner requested the billing manager that petitioner is not liable to deposit because he has not consumed the

electricity worth of Rs.1,149,819/- then why he should pay the same and also, it is beyond the capacity of petitioner but the billing manager did not exceed to request of petitioner hence this constitution petition being is filed for redressal of grievance.

15. That due to over and excessive huge and extra ordinary electric bills issued by Respondents during all the period in which electricity of petitioner has been disconnected.

16. That, on the direction of Res No. 2 to 5, illegal and non-cognizable offence pertaining to electricity consumption of electricity against the petitioner registered the FIR No.572/2023, U/S: 462/39-A Electric Act. 2013, P.S: Ferozabad which are illegal and unlawful acts and having no legal effects whatsoever.

(Photocopy of FIR No.572/2023 is annexed herewith and marked as annexure "G").

17. That thereafter the petitioner filed BBA No.6072/2023 before District and Sessions Judge East Karachi which was transferred to the Hon'ble XIIIth District & Sessions Judge East Karachi, the

petitioner got interim pre-arrest bail from the concerned court which is pending for confirmation.

(True copy of memo of bail application bearing No.6072/2023 and its order are annexed herewith and marked as annexure "H & H/1").

18. That FIR lodged against the petitioner and caused harassment to the petitioner and his family alongwith ladies of the house and also caused threats that if the petitioner will not deposit bill of Rs.1,149,819/- he alongwith his family would be arrested and next time petitioner would receive bill of Rs.1,500,000/-.
19. That there is no alternate and efficacious remedy available to the petitioner except/otherwise to knock the door of this Hon'ble Court for just remedy hence this petition.
20. That the Res No.1 is performa party herein above and K.E is working under the supervision of NEPRA/Respondent No.1.
21. That, there is no impugned order involve in this matter except extra ordinary illegal bill of house and connection of the house of the petitioner

22. That the respondent No.2 did not respond the legal notice/request, sent by the petitioner and in view of the circumstances as narrated above the petitioner having no other efficacious remedy except to file the instant writ petition.
23. That other points will be argued at the time of hearing of this petition as well as the relevant documents will be produced later on, when required with the kind permission of this Hon'ble Court.

PRAYER

It is therefore most respectfully prayed that this Hon'ble Court may be pleased to allow the said petition in favour of the petitioner and against the respondents as under:

- a). To direct the respondents to withdraw the exorbitant and excessive bill of Rs.1,149,819/- and restore the electricity connection of electricity Meter No.WT02976, Consumer No. LA829464, Account No. 0400010754710, and Contract No. 30864967, of petitioner's Plot No. 38/U/6-P.E.C.H.S. Karachi and reinstall his above said Meter which has been removed illegally from his said house.
- b). To direct the respondent No.1/K-Electric and thereby, serve/send the electricity consumption bill upon the petitioner with correct/accurate and actual consumption reading of the said bill and withdraw the extraordinary and illegal fines/levy etc, and exempt him from payment of exorbitant bill as per their wish and demand of Res No.2 to 5.
- c). It may be declared that all the acts of the respondent No.1 pertaining to electricity consumption of electricity against the petitioner including registration of FIR No.772/2023, U/S:

462/39-A Electric .Act. 2013, P.S: Ferozabad are illegal and unlawful acts and having no legal effects whatsoever.

d). To suspend the controversial/exorbitant bill of electricity amounting to Rs.1,149,819/- issued by respondent No.1 against the petitioner and till resolving of the said controversy of the bill, the supply of the electricity facility may be directed to be restored temporarily to the petitioner on the basis of past consumption.

e). To grant interim stay to the petitioner, restraining the Respondents, their staff, representative, officials, workers acting on their behalf if any, from issuance the exorbitant/excessive bill of future electricity of Meter No. WT02976, Consumer No. LA829464, Account No. 0400010754710, and Contract No. 30864967, of petitioner's Plot No. 38/U/6-P.E.C.H.S. Karachi and also restrain them from issuance of threats and harassment to the petitioner and his family members illegally.

f). Any other relief(s) which this Hon'ble Court may deem fit and proper under the circumstances of the case.

PETITIONER

ADVOCATE FOR THE PETITIONER

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**NEPRA,
4 others -----RESPONDENTS**

AFFIDAVIT

I, Imran Razi Hashmi S/o Syed Razi Ahmed
Hashmi, Muslim, Adult, R/o House No. U/6/38, Block-06, PECHS,
Karachi, Karachi-West, do hereby state on Oath as under:-

1. That I am Petitioner in the above matter as well as deponent of this affidavit, as such fully conversant with the facts stated herein.
2. That the accompanying Constitution Petition U/A 199 of Constitution of Islamic Republic of Pakistan 1973 has been drafted and filed under my specific instructions, the contents whereof are true and correct to the best of my knowledge and may be treated as part and parcel of this affidavit.
3. That I say that unless the accompanying application is granted to me shall be seriously suffer and irreparable losses.
4. That whatever stated above is true and correct to the best of my knowledge and belief

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**NEPRA,
4 others -----RESPONDENTS**

**APPLICATION U/R 9, CHAPTER III-A, VOLUME-V, OF
HIGH COURT RULES.**

It is most respectfully prayed on behalf of the abovenamed petitioner that this Hon'ble Court may be pleased to take the matter on urgent motion, for the reasons that the case is fixed for confirmation of bail in respect of subject bill and meter issue is likely to be decided without clarifying the illegal and unjustified fine and units of the bill electricity, and malafide of K-Electric, so the matter may be fixed on ____ 11-2023 in Court or chamber for hearing and orders.

Prayer is made in the interest of justice.

ADVOCATE FOR THE PETITIONER

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**NEPRA,
4 others -----RESPONDENTS**

AFFIDAVIT

Imran Razi Hashmi S/o Syed Razi Ahmed Hashmi, Muslim, Adult, R/o House No. U/6/38, Block-06, PECHS, Karachi, do hereby state on Oath as under:-

1. That I am Petitioner in the above matter as well as deponent of this affidavit, as such fully conversant with the facts stated herein.
2. That the accompanying APPLICATION U/R 9, CHAPTER III-A, VOLUME-V, OF HIGH COURT RULES has been drafted and filed under my specific instructions, the contents whereof are true and correct to the best of my knowledge and may be treated as part and parcel of this affidavit.
3. That I say that the BBA has been fixed for confirmation of bail and is likely to be decided without clarifying the illegal and unjustified fine and units of the bill electricity, and malafide of K-Electric. Unless

the accompanying application is granted I shall be seriously prejudiced and suffer irreparable losses.

4. That whatever stated above is true and correct to the best of my knowledge and belief.

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**NEPRA,
4 others -----RESPONDENTS**

APPLICATION FOR EXEMPTION

It is most respectfully prayed on behalf of the abovenamed petitioner that this Hon'ble Court may graciously be pleased to exempt him from the filling certain documents's certified and true English copies, as the same annexures are not available at the moment.

Prayer is made in the interest of justice.

**ADVOCATE FOR THE PETITIONER
IN THE HIGH COURT OF SINDH AT KARACHI.**

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**NEPRA,
4 others -----RESPONDENTS**

AFFIDAVIT

**Imran Razi Hashmi S/o Syed Razi Ahmed Hashmi,
Muslim, Adult, R/o House No. U/6/38, Block-06, PECHS, Karachi,
do hereby state on Oath as under:-**

1. That I am Petitioner in the above matter as well as deponent of this affidavit, as such fully conversant with the facts stated herein.
2. That the accompanying APPLICATION FOR EXEMPTION has been drafted and filed under my specific instructions, the contents whereof are true and correct to the best of my knowledge and may be treated as part and parcel of this affidavit.
3. That I say that unless the accompanying application is granted to me shall be seriously suffer and irreparable losses.
4. That whatever stated above is true and correct to the best of my knowledge and belief.

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**NEPRA,
4 others -----RESPONDENTS**

**APPLICATION FOR UNDER SECTION XXXIX
AND RULE 1 & 2 R/W SECTION 151 C.P.C.**

It is most respectfully submitted on behalf of the petitioner above named that this Honorable Court may be pleased to grant temporary injunction there by temporarily restraining the above named respondents their legal representatives, predecessors, men, servants, person or persons action on their behalf not to create harassment and cause threats and also restraining respondents to conclude any illegal bills as petitioner's electricity connection is disconnected from 13th June, 2023 till today.

An ad-interim injunction is also solicited.

This is prayed in the interest of justice.

ADVOCATE FOR THE PETITIONER

IN THE HIGH COURT OF SINDH AT KARACHI.

CP No: / 2023

Imran Razi Hashmi -----PETITIONER

VERSUS

**NEPRA,
4 others -----RESPONDENTS**

AFFIDAVIT

Imran Razi Hashmi S/o Syed Razi Ahmed Hashmi,
Muslim, Adult, R/o House No. U/6/38, Block-06, PECHS, Karachi,
do hereby state on Oath as under:-

That I am Petitioner in the above matter as well as deponent of this affidavit, as such fully conversant with the facts stated herein. That the accompanying APPLICATION UNDER ORDER XXXIX RULE 1&2 READ WITH SECTION 151 CPC, has been drafted and submitted under my instructions and for the sake of brevity and avoid repetition the contents of the same be read as an integral part of this affidavit.

1. That petitioner is consumer of Electricity of Res No. 2&3 vide it's meter No.WT02976, Consumer No. LA829464, Account No. 0400010754710, and Contract No. 30864967, of petitioner's Plot No. 38/U/6-P.E.C.H.S. Karachi, the address is mentioned above in the title of the instant constitutional petition.
2. That since 13th June,2023 the electricity connection was disconnected by the respondents and respondent have been issuing bills to the petitioner despite of disconnected electricity and now they have sent bill of Rs.1,149,819/-in the current month of Oct,2023 which is illegal and huge whereas many and several request have been made to respondents to the effect that respondent should withdraw the disputed bills served upon the petitioner and reinstall the abovesaid Meter and restore connection but in vain.
3. That I say that I am entitled for temporary injunction restraining respondent to conclude any illegal bills in future and also restraining respondent to create any harassment threats of arresting petitioner or coercive action, till the final of decision the petition.
4. That I say that I have a good *prima facie* case and balance of convenience also lies in my favour.

5. That I say that unless the accompanying application is granted, serious prejudice shall be caused to the Petitioners which would be unwarranted for, and would cause irreparable loss/harm to the Petitioners.
6. That for the sake of brevity the contents of my petition and application be treated as part and parcel of this affidavit.
7. That whatever stated herein above are true and correct to the best of my knowledge and belief.

Karachi

Dated: 11-11-2023

**IN THE COURT OF IIND SENIOR CIVIL JUDGE EAST AT
KARACHI**

RentCase No. 757/2023

Mr. Jameel Ur Rehman
Plaintiff

Versus

**Mst. Gul-e-Rana
& 2 others.....
Defendant**

Written Statement

On behalf of the defendant No.1 & 2

It is respectfully submitted on behalf of the abovementioned defendant No.1 through her attorney namely; Adnan and defendant No.2 himself as under:-

(The Photocopies of Special Power of Attorney of defendant No.1 is attached herewith and marked as annexure "D").

PRELIMINARY LEGAL OBJECTIONS:-

- (i) That the instant case filed by the plaintiff is not maintainable as the plaintiff has not approached this hon'ble Court with clean hands.
- (ii) That the instant plaint is not maintainable under the law and liable to be dismissed as such no any cause of action accrued against the defendant.
- (iii) That the cause of action mentioned by the plaintiff in the plaint is incorrect, false, misleading and totally unsustainable under the law.
- (iv) That the plaintiff did not make proper parties in the instant case and therefore the case of the plaintiff is hit by the non-joinder and mis-joinder of parties.

- (v) That the plaintiff filed the instant suit for cancellation, that the suit for cancellation is not maintainable , the plaintiff did not approach the proper forum for his remedy as such the plaintiff must be declared himself firstly as a legal heir in the instant suit property, therefore the instant suit is liable to be dismissed with cost.
- (vi) That the suit of plaintiff is barred by order 2; Rule 2 C.P.C., the plaintiff directly seek the cancellation of documents, if plaintiff is entitle for inheritance then he must file the Administration Suit instead of cancellation of documents without proof of his legal title, this Hon'ble Court in the subject suit is not empowered to determine the legal heirs, as well as ownership of property. This issue is pertaining to Suit for administration U/S: 378 of succession act, 1925 as well as Section 278 of succession act, 1925.

WITHOUT PREJUDICE TO THE ABOVE, the parawisereply of the instant case is as follows

1. That the contents of the Para No.1 are formal and need no reply.
2. That the contents of the Para no.2 of the plaint are denied that the Para No.1 is pertain to issue of law that the plaintiff himself admit that he previously admitted that the suit was dismissed on account of non-compliance U/O 7; Rule 11 C.P.C. that the plaintiff did not prefer appeal of his previous suit nor he filed any restoration application in his previous suit, hence the suit of plaintiff is liable to be dismissed on account of above mentioned reason.
3. That the contents of the Para no.3 of the plaint are admitted to the extent that the Mr.Fazal Ur Rehman (late) son of Shafaat Ullah is the paternal uncle of plaintiff and rest of the para is not correct and specifically denied. It is respectfully submitted that this property is not inherited property and after the partition of India and Pakistan in 1947, this subject property purely allotted to the Fazal Ur Rehman (late) son of Shafaat Ullah by the government of Pakistan, it is further submitted that the Govt also declare, nominate the name of the next transferee in their record as per

govt policy that after the death of Fazal Ur Rehman (late) son of Shafaat Ullah the next transferee shall be Shamshadi (mother of defendant No.1), Khaleel-Ur-Rehman (father of defendant No.1) and Gul-e-Rana, It is further submitted that the defendant No.1 is title holder of the subject property and rest of title holder had been died, therefore, the Govt of Pakistan has been transferred the subject property in the name of defendant No.1 and this Hon'ble Court may be pleased to call detail report from the concerned department KDA. It is pertinent to mention herein that Mr.Fazal Ur Rehman (late) son of Shafaat Ullah was unmarried he adopted the defendant No.1/Gul-e-Rana and she had grown up and nurtured by the Fazal Ur Rehman (late) son of Shafaat Ullah.

4. That the contents of the Para no.4 of the plaint are admitted to the extent that Mr.Fazal Ur Rehman (late) son of Shafaat Ullah was unmarried and died on 05.07.1972 and rest of the para is not correct and specifically denied. It is respectfully submitted that the Mr.Fazal Ur Rehman (late) left behind his, 2 legal heirs namely; **1. Mr. Khalil Ur Rehman** now deceased (father of

defendant No.1), **2. Habib Ur Rehman** now deceased (Paternal Uncle of defendant No.1), they both left behind their following legal heirs:-

Sr.#	Name of legal heirs of Khali Ur Rehman	Relationship with Fazal Ur Rehman
01	Mst.Gul-e-Rana	Niece
02	Mr.Jameel Ur Rehman	Nephew
03	Mst.Afsana	Niece
04	Mst.Jannat Bibi	Niece
05	Mst.Rukhsana (Late)	Niece
06	Mst.Razia	Niece
07	Mst.Sabiha	Niece
	Name of legal heirs of Habib Ur Rehman	
08	Anees Ur Rehman	Nephew
09	Nafees Ur Rehman (Late)	Nephew
10	Sultana	Niece
11	Hafeez Ur Rehman (Late)	Nephew
12	Mujeeb Ur Rehman (Late)	Nephew
13	Naseeb Ur Rehman (Late)	Nephew
14	Chand-Mian	Nephew
15	Shahid	Nephew

It is pertinent to mention herein that the plaintiff did not spell out a single word in the plaint in respect of the another brother of the Mr.Fazal Ur Rehman (late) namely second legal heir/Habib Ur Rehman and by this way concealed the real facts of the Late Mr.Fazal Ur Rehman with malafide intention by the plaintiff.

5. That the contents of Para No.5 of the plaint are specifically denied. It is respectfully submitted that the plaintiff concealed the real facts from this Hon'ble Court regarding legal heirs of Habib Ur Rehman is one of the legal heir of late fazal Ur Rehman. It is further submitted that the legal heirs of Khalil Ur Rehman and Habib Ur rehman have no any claim and objection (except plaintiff) about subject property as such they have knowledge that this suit property is not inherited property that since 1972 that the defendant No.1 is the owner of the subject property therefore they have no any claim in the subject property. It is further submitted that the plaintiff is residing in half portion of the property despite defendant No.1 requested to vacate the subject property but plaintiff failed to vacate the same that he is residing without any reason and title document and he is illegally occupied the half portion of subject property.

6. That the contents of Para No.6 of the plaint are vehemently denied being false and concocted story. The plaintiff is put to be

strict proof thereof. It is respectfully submitted that the plaintiff mis-stated about legal heirs that even the defendant did not prepare the document of relinquishment deed, that this document prepared by the plaintiff himself in this regard this Hon'ble Court may be pleased to verify and call the subject document or call the legal heirs for verification which thumb impressions are mentioned in stamp paper, if the defendant involved is involved in this heinous nature crime. It is pertinent to mention herein that the plaintiff himself prepared and produced the document before this Hon'ble Court.

7. That the contents of Para No.7 of the plaint are vehemently denied being false story.
8. That the contents of Para No.8 of the plaint are vehemently denied being false story. It is respectfully submitted that the defendant No.1/Gul-e-Rana has been residing with her family in the said house for last about 28 years and has been paying the electric and gas bill without any default to their concerned

department and the said Gas bill is also coming in her name which shows the ownership of the subject property.

(The Photocopies of the utility bills are attached herewith and marked as annexure "E").

9. That the contents of Para No.8 of the plaint are vehemently denied being false story.
10. That the contents of Para No.12 of the plaint are vehemently denied being false and concocted story as such all contents are bundle of lie that no any cause of action has been accrued against the defendant.
11. That the contents of the Para no. 13 are formal and need no reply.
12. That as far as the PRAYER clauses are denied too. The plaintiff is not entitled to any relief. The instant case being mischievous, vexatious, malicious, dishonest having been with ulterior motives, deserves to be dismissed with special compensatory costs in the interest of justice, fair play and good conscience.

It is therefore, respectfully prayed that this Hon'ble Court may be pleased to dismiss the above case on the legal as well as on the factual grounds incorporated under this written statement and to grant compensatory as provided under law to the defendant above-named because the instant case is frivolous and vague in nature and same is not maintainable at all.

DEFENDANTNo.1
Through her attorney

DEFENDANTNo.2

Karachi:
Dated: 26-05-2023

**Advocate for the
Defendant No.1 & 2**

VERIFICATION

I, Mr. Adnan S/o Nafees Ur Rehman attorney and real son of defendant No.1 namely; Gul-e-Rana, Muslim, Adult, R/o Karachi, the attorney of defendant in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: 26-05-2023

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent above named who is identified to me by **MS. KULSOOM KHAN JADOOON ADVOCATE**, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

DOCUMENT FILED	: As per annexures.
DOCUMENTS RELIED UPON	: Any relevant documents.
ADDRESS OF THE PARTIES	: Same as in the title of the plaint.
ADDRESS FOR SERVICE OF DEFENDANT'S COUNSEL.	:As in Vakalatnama.

VERIFICATION

I, Mr. Adnan S/o Nafees Ur Rehman, Muslim, Adult, R/o Karachi, the defendant No.2 in the above matter do hereby solemnly affirmed and verify on Oath that the contents of all the above paras including prayer clauses are true and correct to the best of my knowledge and belief.

Karachi:

Dated: 26-05-2023

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent
above named who is identified to me by **MS. KULSOOM KHAN**
JADOOON ADVOCATE, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

DOCUMENT FILED	: As per annexures.
DOCUMENTS RELIED UPON	: Any relevant documents.
ADDRESS OF THE PARTIES	: Same as in the title of the plaint.
ADDRESS FOR SERVICE OF DEFENDANT'S COUNSEL.	:As in Vakalatnama.

**IN THE COURT OF IIND SENIOR CIVIL JUDGE EAST AT
KARACHI**

RentCase No. 757/2023

Mr. Jameel Ur Rehman
Plaintiff

Versus

**Mst. Gul-e-Rana
& 2 others.....
Defendant**

**COUNTER AFFIDAVIT TO THE APPLICATION U/O XXXIX ;
RULE 1 & 2 CPC R/W 151 CPC.**

I, Mr. Muhammad Azeem Khan S/o Fanos Khan (late), Muslim, adult,
R/o of Karachi, do hereby state on oath as under: -

1. That I am the deponent herein and the defendant No.1 in the above suit as such am fully conversant with the facts of the case.

2. That the stay application moved on behalf of the Plaintiff and its supporting affidavit has been readover to me and at the very outset I vehemently deny and oppose the application under reference.
3. That I say that the very suit and the application under reference otherwise have been filed without any cause of action and at no point of time any effort was made to dispossess the Plaintiff.
4. I say that the Plaintiff has failed to make-out prima-facie good arguable case, hence she has failed to make out a prima facie case and balance of convenience is also not in her favour and no irreparable loss will cause to her.
5. That I say that this Honourable Court has no jurisdiction to try the instant suit and valuation of the suit property is not mentioned anywhere, as such the plaintiff is liable to be rejected under order VII rule 10 CPC.

6. That I say each and every contents of the application and affidavit under reference are opposed and denied in the circumstances.
7. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: 29-03-2023

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent
above named who is identified to me by **MS. KULSOOM KHAN**
JADOON ADVOCATE, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

**IN THE COURT OF IIND SENIOR CIVIL JUDGE EAST AT
KARACHI**

RentCase No. 757/2023

Mr. Jameel Ur Rehman
Plaintiff

Versus

**Mst. Gul-e-Rana
& 2 others.....**
Defendant

APPLICATION UNDER ORDER 7 RULE 11 CPC
R/W SECTION 151 CPC

For the facts and reason disclosed in the accompanying affidavit, it is most respectfully prayed on behalf of the defendant No.1 and 2 above named that this Hon'ble Court may be pleased to dismiss the above suit on consideration of the following grounds

- (i) That the instant case filed by the plaintiff is not maintainable as the plaintiff has not approached this hon'ble Court with clean hands.

- (ii) That the instant plaint is not maintainable under the law and liable to be dismissed as such no any cause of action accrued against the defendant.
- (iii) That the cause of action mentioned by the plaintiff in the plaint is incorrect, false, misleading and totally unsustainable under the law.
- (iv) That the plaintiff did not make proper parties in the instant case and therefore the case of the plaintiff is hit by the non-joinder and mis-joinder of parties.
- (v) That the plaintiff filed the instant suit for cancellation, that the suit for cancellation is not maintainable , the plaintiff did not approach the proper forum for his remedy as such the plaintiff must be declared himself firstly as a legal heir in the instant suit property, therefore the instant suit is liable to be dismissed with cost.
- (vi) That the suit of plaintiff is barred by order 2; Rule 2 C.P.C., the plaintiff directly seek the cancellation of documents, if plaintiff

is entitle for inheritance then he must file the Administration Suit instead of cancellation of documents without proof of his legal title, this Hon'ble Court in the subject suit is not empowered to determine the legal heirs, as well as ownership of property. This issue is pertaining to Suit for administration U/S: 378 of succession act, 1925 as well as Section 278 of succession act, 1925.

Karachi:

Dated: 18-07-2023

**ADVOCATE FOR THE
DEFENDANT NO. 1 & 2**

**IN THE COURT OF IIND SENIOR CIVIL JUDGE EAST AT
KARACHI**

RentCase No. 757/2023

Mr. Jameel Ur Rehman
Plaintiff

Versus

**Mst. Gul-e-Rana
& 2 others.....
Defendant**

**COUNTER AFFIDAVIT TO THE APPLICATION U/O XXXIX ;
RULE 1 & 2 CPC R/W 151 CPC.**

I, Mr. Muhammad Azeem Khan S/o Fanos Khan (late), Muslim, adult,
R/o of Karachi, do hereby state on oath as under: -

1. That I am the deponent herein and the defendant No.1 in the above suit as such am fully conversant with the facts of the case.

2. That the stay application moved on behalf of the Plaintiff and its supporting affidavit has been readover to me and at the very outset I vehemently deny and oppose the application under reference.
3. That the application is ambiguous and filed with malafide intention to harras the defendant No.1 and 2
4. That I say that the very suit and the application under reference otherwise have been filed without any cause of action and at no point of time any effort was made to dispossess the Plaintiff.
5. I say that the Plaintiff has failed to make-out prima-facie good arguable case, hence she has failed to make out a prima facie case and balance of convenience is also not in her favour and no irreparable loss will cause to her.
6. That I say that this Honourable Court has no jurisdiction to try the instant suit and valuation of the suit property is not mentioned anywhere, as such the plaint is liable to be rejected under order VII rule 10 CPC.

7. That I say each and every contents of the application and affidavit under reference are opposed and denied in the circumstances.

8. That whatever stated above is true and correct to the best of my knowledge and belief.

Karachi:

Dated: 29-03-2023

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent
above named who is identified to me by **MS. KULSOOM KHAN**
JADOON ADVOCATE, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS

**IN THE COURT OF IIND SENIOR CIVIL JUDGE EAST AT
KARACHI**

RentCase No. 757/2023

Mr. Jameel Ur Rehman
Plaintiff

Versus

**Mst. Gul-e-Rana
& 2 others.....**
Defendant

**COUNTER AFFIDAVIT TO THE APPLICATION
U/S 151 CPC.**

I, Mr. Adnan S/o Nafees-Ur-Rehman, Muslim, adult, R/o of Karachi,
do hereby state on oath as under: -

1. That I am the deponent herein and the defendant No.2 in the above suit as such am fully conversant with the facts of the case.

2. That the application Under Section 151 C.P.C. for the exemption of producing original title documents has moved on behalf of the Plaintiff and its supporting affidavit has been readover to me.

3. That the above mentioned application filed by the plaintiff is an ambiguous application and just to harass me, as such the Defendant No.1 is owner of the subject property and original documents are in the possession of defendant No.1, whenever required by the court, shall be produced the said documents according to law.
4. That whatever stated above is true and correct to the best of my knowledge and belief
5. Karachi:

Dated: 31-08-2023

DEPONENT

Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent
above named who is identified to me by **MS. KULSOOM KHAN**
JADOON ADVOCATE, who is known to me personally.

COMMISSIONER FOR TAKING AFFIDAVITS
**IN THE COURT OF IIND SENIOR CIVIL JUDGE EAST AT
KARACHI**

RentCase No. 757/2023

Mr. Jameel Ur Rehman
Plaintiff

Versus

**Mst. Gul-e-Rana
& 2 others.....**
Defendant

COUNTER AFFIDAVIT TO THE APPLICATION **U/S 151 CPC.**

I, Mr. Adnan S/o Nafees-Ur-Rehman attorney of Mst. Gul-e-Rana (Defendant No.1), Muslim, adult, R/o of Karachi, do hereby state on oath as under: -

1. That I am the deponent herein and attorney of defendant No.1 in the above suit as such am fully conversant with the facts of the case.

2. That the application Under Section 151 C.P.C. for the exemption of producing original title documents has moved on behalf of the Plaintiff and its supporting affidavit has been readover to me.

3. That the above mentioned application filed by the plaintiff is an ambiguous application and just to harass me.
4. That I am attorney of Defendant No.1 as such the defendant No.1 is owner of the subject property and original documents are in the possession of defendant No.1, whenever required by the court, shall be produced the said documents according to law.
5. That whatever stated above is true and correct to the best of my knowledge and belief
6. Identified by me.

ADVOCATE

Sworn before me on Oath at Karachi by the deponent above named who is identified to me by **MS. KULSOOM KHAN JADOON ADVOCATE**, who is known to me personally.

**IN THE COURT OF DISTRICT & SESSION JUDGE EAST AT
KARACHI.**

(Criminal Original Jurisdiction)

Bail App No. / 2023

Imran Razi Hashmi
S/o Syed Razi Ahmed Hashmi

Muslim, Adult, R/o
House No. U/6/38
Block-06, PECHS, KarachiApplicant

VERSUS

The StateRespondent

FIR No. 572 / 2023
U/s 462/39-A Elec.Act. 2013
P.S. Ferozabad Kar.

BAIL APPLICATION U/S 498 CR.P.C.

It is respectfully prayed on behalf of the applicant / accused abovenamed that this Hon'ble Court may graciously be pleased to enlarge him on bail before arrest, on the consideration of following facts and grounds:

FACTS

Brief facts as per the complainant namely Sher Azam son of Muhammad Ilyas, orally stated that I am living at above address mentioned in column no.2, and am posted as Deputy Manager in KE , IBC Tipu Sultan we along with staff on 07-07-2023 went to Block-6, House No. U/6/38, PECHS, to check the supply of electricity and lines/ wires . During checking and inspection we found that the inhabitants have bypassed the electric wire of meter and they were also in arrear of Rs60,00,000/- of K-Electric and have not paid the said amount , they were using the electricity directly by theft from the main line by anchoring Kunda. After inquiry the name of the owner of the

house was disclosed as Imran son of not known, I gave info to KE administration, and thereafter I have come to report the matter, My claim is against the said person who is using electricity by theft and illegal means through direct connection . Take necessary action against him.

(Photocopy of FIR is annexed herewith and marked as annexure "A").

Hence this bail before arrest application on the following grounds:

GROUNDS

1. That the applicant is absolutely innocent and has committed no offence but has falsely been involved with malafide intention for ulterior motives on the part of K-Electric staff, would be evident from the following reasons.

2. That the applicant was allegedly charged for having committed theft of electricity U/s 39-A of the said Act but there are *prima facie* two factors appearing on the record which makes it a case of groundless neither in the first information report nor in the police statement submitted to the Court, the value of the used property electricity involved is mentioned nor in the police statement submitted to the

Court, the value of the used property / electricity involved is mentioned nor the extent of damage theft done is indicated which on the face of it is groundless. Moreover, the allegation even if taken on its face value will not be constituted an offence U/s 379 PPC R/w Section 39 Electricity Act as well as Article 14 of the offences against property (EHO) Order 1979, thus the case could fall under a general exception to section 95 PPC. Even if the applicant allegedly did so, that would not amount to his having committed any offence.

3. That the FIR was lodged after preliminary investigation is not only illegal act but also creates a serious doubt and FIR loses its sanctity and credibility. Reliance is place on PLJ-1996 Cr.C.(Lahore) 314.
4. That the FIR was recorded after commencement of investigation is not admissible in evidence as in the instant case, the meter was sent for testing and its report on the wish of the KESC Staff and then the FIR was lodged Reliance is place on PLD 1965 (Karachi) 76; (DB) PLD 1950 BJ 51.

5. That it is a matter of Common sense that a Criminal Charge is always groundless and there cannot be question of conviction of a person without evidence on the record. The probability or the possibility of conviction or otherwise is to be Judged on the basis of material on record and not on the contents of FIR. The insufficiency or non-availability of the material shall bring no other result except the acquittal of the material shall bring no other result except the acquittal and therefore, there is no probability of the applicant being convicted of the charge for want of evidence.
6. That no direct evidence of the applicant's tempering electric meter and the evidence at the time of raid.
7. That no independent witness was associated at the time of raid and the PWs are all employees of KESC.
8. That the recovery memo was prepared at police station. Such recovery held doubtful.
9. That the alleged incident was occurred on 07-07-2023 and the FIR was lodged on 13-09-2023 after a lapse of two month and 5 days,

without mentioning the reasonable grounds of such delay in lodging the FIR.

10. That the offence is non- cognizable and the FIR has been lodged illegally against the accused /applicant in the Reliance is place on **2020 P.Cr.L.J 249 [Peshawer {D.I Khan Bench}]** and there is no arrear against the applicant /accused to the meter installed in his premises.
11. That the applicant/accused was paying his bill regularly but due to over units and extra charged the applicant/accused had filed the complaint U/S: 39 of the Regulation of Generation, Transmission and distribution of Electricity Power Act 1997 against K-Electric Limited regarding detection of bill reference No.LA-829464.

(Photocopy of complaint and bills are annexed herewith and marked as annexure "B, B/1 to B/___").

12. That the applicant is apprehending to be arrested, through the hands of police malafidely and in collusion with the complainant, as police continuously raiding at the house of applicant.

13. That if the applicant / accused abovenamed is arrested, he will be humiliated and subjected to be maltreated, which will caused the damages to his reputation status and dignity in the eyes of his friends, colloquies and relatives also.
14. That the applicant is neither harden criminal nor absconder and permanent resident of Karachi hence there is no probability of the accused of being absconder, or to exercise of commission of crime.
15. That there is no chance of the applicant to temper with the witnesses.
16. That the applicant crave leave to add further grounds at the time of hearing of this pre arrest bail application.
17. That the applicant is ready to furnish the solvent surety for the satisfaction of this Hon'ble Court.

PRAYER

In the light of above facts and grounds it is respectfully prayed that this Hon'ble Court may graciously be pleased to grant bail before arrest to the applicant / accused, in the larger interest of justice.

CERTIFICATE

It is most respectfully submitted before this Hon'ble Court that I undersigned filed first bail application of instant FIR.

Karachi:

Dated: -10-2023

Advocate for the Applicant

IN THE COURT OF DISTRICT & SESSION JUDGE EAST AT KARACHI.

(Criminal Original Jurisdiction)

Bail App No. / 2023

Imran.....Applicant

VERSUS

The StateRespondent

FIR No. 572 / 2023
U/s 462/39-A Elec.Act. 2013
P.S. Ferozabad Kar.

AFFIDAVIT

I, Imran Razi Hashmi S/o Syed Razi Ahmed Hashmi, Muslim, Adult,
R/o Karachi do hereby state on Oath as under:-

1. That I am the applicant in the above matter as such am fully conversant with the facts of the case.

2. That the main application for the grant of bail before arrest has been drafted under my instructions and the same may be treated as part and parcel of this affidavit and for the sake of brevity, the same have not been reproduce in this affidavit.

3. That I say that from the contents of FIR and circumstances as stated above no case is made out and the said case has been malafidely registered only to insult the applicant through the hands of the police in collusion with the complainant and there is no bar to grant bail in the alike cases.
4. That I say that due to the reasons stated hereinabove as well as in the main application, it is submitted that Illaqa Police is continuously raiding my residence as well as the residence of my relatives and there is imminent apprehension about my arrest in this false case and police is dancing at the fingers of complainant and if I will be arrested in this false case that would adversely affect my honour, dignity and reputation causing irreparable loss to me.
5. That whatsoever has been stated above is true and correct to the best of my knowledge as well as upon the information's of my counsel which I belief to be true.

Karachi:

Dated: -10-2023

D E P O N E N T

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT
KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

It is most respectfully prayed on behalf of the Plaintiff above named that this Hon'ble Court may graciously be pleased to allow the instant application for withdrawal of above said Civil Suit in result of compromise, as both the parties i.e. the Plaintiff and Defendants above named have reached upon a settlement and both parties are not willing to proceed with the matter and it is further prayed that consented Order and Decree may be passed. Both the parties have made compromise on the following terms and conditions: -

1. That the immoveable property i.e. House No. 18, measuring 120 Sq. Yards, constructed as Ground Plus one, situated at Sector 36-E.

Korangi Township, Korangi No.06, Karachi, has been privately partitioned into two portions.

2. That it has been decided that one half portion of House No. 18, admeasuring 60 square yards shall be transferred / delivered to Mr Muhammad Shahzad Alam (Defendant No.4) and other half portion measuring 60 square yards of the said property shall be transferred / delivered to Mr Muhammad Zahid (Plaintiff) subject to payment of Rs.15,00,000/- to Mst Raheela Rashid (Defendant No.3) by the plaintiff.
3. That the plaintiff shall clear / pay the above said amount of Rs.15,00,000/- within four years of the execution of settlement deed and after clearance of the said amount, the original title documents along with possession of the shall be delivered to the plaintiff by the Defendant No.3.
4. That the above said property is currently rented out to the tenant and fetching the rent @ Rs.10,000/- per month and the rental amount shall be collected by the defendant No.3 till March,2025 and the total amount so collected shall be adjusted against the above

said amount of Rs.15,00,000/- and the remaining amount shall be paid by the plaintiff at the time of taking over the possession of the said property.

5. That the said following properties are in possession of defendant No. 1, 2, 3, 5 and 6, who are the exclusive owners of the said properties and the plaintiff and defendant No.4, having no concern or share in the below mentioned **a to c** properties: -
 - a) House No. 15, admeasuring 120 Sq. Yards, constructed as Ground Plus one, situated at Sector 36-E. Korangi Township, Korangi No.06, Karachi.
 - b) House No. 17, admeasuring 120 Sq. Yards, constructed as Ground Plus one, situated at Sector 36-E. Korangi Township, Korangi No.06, Karachi.
 - c) House No. 25, admeasuring 120 Sq. Yards, constructed as Ground Plus one, situated at Sector 36-E, Korangi Township, Korangi No.06, Karachi.
6. That the above said immoveable properties are rented out to different tenants and the above said parties are now entitled to recover the rent from the tenants of their respective portions as mentioned above.

7. That both the parties hereby mutually agreed and confirmed that they shall not initiate, execute or engineer any claim / complaint / suit against each other in future with respect to the above said immoveable properties.

8. That all the parties are hereby absolved from all the claims levied against each other with respect to the above said properties.

(Copy of Family Settlement dated _____ is attached and marked as annexure A)

9. That in view of above-mentioned terms and conditions of the Family Settlement dated _____ this Hon'ble court may graciously be pleased to allow the compromise application and the above noted Civil Suit along with all pending Applications may be disposed off as per the above said terms and conditions settled between the parties and further prayed that consented Order and Decree may be passed in the above suit.

Prayer is made in the interest of justice.

Karachi.

Dated: **Plaintiff**

Advocate for Plaintiff

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

I, Muhammad Zahid S/o Muhammad Rashid (Late), Muslim, Adult, R/o House No. 24, Sector 36-E, Korangi No.06, Karachi, do hereby state on oath as under: -

1. That I am plaintiff in the above case as such am well conversant with the facts of the case.
2. That I say that the accompanying application under order XXIII rule 3 CPC read with section 151 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that the matter regarding the suit properties has been settled between me (Plaintiff) and the defendants outside the court as per terms and conditions contained in the accompanying application as such, I do not want

to proceed the instant case and want to withdraw the same.

4. That I state that this Honorable Court has ample jurisdiction to allow the instant application.
5. That I say that unless the accompanying application is allowed as prayed I and the defendant shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi

Dated:

Deponent

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

I, Muhammad Shahid S/o Muhammad Rashid (Late), Muslim, Adult, R/o Karachi, do hereby state on oath as under: -

1. That I am Defendant No.1 in the above case as such am well conversant with the facts of the case.
2. That I say that the accompanying application under order XXIII rule 3 CPC read with section 151 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that the matter regarding the suit properties has been settled between the plaintiff and defendants No.1 to 6 outside the court as per terms and conditions contained in the accompanying application as such, I have no objection if the accompanying application is allowed as prayed.
4. That I state that this Honorable Court has ample jurisdiction to allow the instant application.
5. That I say that unless the accompanying application is allowed as prayed we shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi

Dated:

Deponent

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

I, Muhammad Khalid S/o Muhammad Rashid (Late), Muslim, Adult, R/o Karachi, do hereby state on oath as under: -

1. That I am Defendant No.2 in the above case as such am well conversant with the facts of the case.
2. That I say that the accompanying application under order XXIII rule 3 CPC read with section 151 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that the matter regarding the suit properties has been settled between the plaintiff and defendants No.1 to 6 outside the court as per terms and conditions contained in the accompanying application as such, I have no

objection if the accompanying application is allowed as prayed.

4. That I state that this Honorable Court has ample jurisdiction to allow the instant application.
5. That I say that unless the accompanying application is allowed as prayed we shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi

Dated:

Deponent

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

I, Mst. Raheela Rashid D/o Muhammad Rashid (Late), Muslim, Adult,

R/o Karachi, do hereby state on oath as under: -

1. That I am Defendant No.3 in the above case as such am well conversant with the facts of the case.
2. That I say that the accompanying application under order XXIII rule 3 CPC read with section 151 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that the matter regarding the suit properties has been settled between the plaintiff and defendants No.1 to 6 outside the court as per terms and conditions contained in the accompanying application as such, I have no objection if the accompanying application is allowed as prayed.
4. That I state that this Honorable Court has ample jurisdiction to allow the instant application.
5. That I say that unless the accompanying application is allowed as prayed we shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi

Dated:

Deponent

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

I, Shehzad Alam S/o Muhammad Rashid (Late), Muslim, Adult, R/o Karachi, do hereby state on oath as under: -

1. That I am Defendant No.4 in the above case as such am well conversant with the facts of the case.
2. That I say that the accompanying application under order XXIII rule 3 CPC read with section 151 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that the matter regarding the suit properties has been settled between the plaintiff and defendants No.1 to 6 outside the court as per terms and conditions contained in the accompanying application as such, I have no objection if the accompanying application is allowed as prayed.

4. That I state that this Honorable Court has ample jurisdiction to allow the instant application.
5. That I say that unless the accompanying application is allowed as prayed we shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi

Dated:

Deponent

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

I, Mst Fozia Aamir D/o Muhammad Rashid (Late), Muslim, Adult, R/o Karachi, do hereby state on oath as under: -

1. That I am Defendant No.5 in the above case as such am well conversant with the facts of the case.
2. That I say that the accompanying application under order XXIII rule 3 CPC read with section 151 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that the matter regarding the suit properties has been settled between the plaintiff and defendants No.1 to 6 outside the court as per terms and conditions contained in the accompanying application as such, I have no

objection if the accompanying application is allowed as prayed.

4. That I state that this Honorable Court has ample jurisdiction to allow the instant application.
5. That I say that unless the accompanying application is allowed as prayed we shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi

Dated:

Deponent

IN THE COURT OF XII-TH SENIOR CIVIL JUDGE EAST AT KARACHI.

Civil Suit No. 140 of 2024

Muhammad Zahid

Plaintiff

VERSUS

Muhammad Shahid & Others

Defendants

AFFIDAVIT IN SUPPORT OF APPLICATION UNDER ORDER XXIII RULE 3 CPC
R/W SECTION 151 CPC.

I, Mst. Nazia Jamal D/o Muhammad Rashid (Late), Muslim, Adult, R/o Karachi, do hereby state on oath as under: -

1. That I am Defendant No.6 in the above case as such am well conversant with the facts of the case.
2. That I say that the accompanying application under order XXIII rule 3 CPC read with section 151 CPC has been drafted and filed under my specific instructions and contents whereof may be treated as part and parcel of this affidavit for the sake of brevity.
3. That I say that the matter regarding the suit properties has been settled between the plaintiff and defendants No.1 to 6 outside the court as per terms and conditions contained in the accompanying application as such, I have no

objection if the accompanying application is allowed as prayed.

4. That I state that this Honorable Court has ample jurisdiction to allow the instant application.
5. That I say that unless the accompanying application is allowed as prayed we shall suffer irreparable loss.
6. That whatever stated above is true and correct to the best of my knowledge, belief and information.

Karachi

Dated:

Deponent

**IN THE COURT OF IIND SENIOR CIVIL JUDGE, AT KARACHI
EAST**

Civil Suit No. 2744/ 2022

Mr. ALLAUDDIN KHILJI
S/o Haji Azizuddin Khilji
Through attorney Mr. Munir
Ahmed S/o Bashir Ahmed Plaintiff

VERSUS

Mohammad Adnan Khan & 5 others Defendants

AFFIDAVIT IN EVIDENCE ON BEHALF OF THE PLAINTIFF:-

I, Mr. Munir Ahmed S/o Bashir Ahmed attorney of Mr. Allauddin Khilji S/o Haji Azizuddin Khilji, Muslim, Adult, R/o Karachi, do hereby state on Oath as under:-

1. That I say that I am attorney of the plaintiff as well as deponent of this affidavit, as such well conversant with the facts stated herein.
2. That I say that I am law abiding, edified, educated, peace loving and respectable citizen of Islamic Republic of Pakistan and my whole record is stainless and I have been enjoying good reputation among his business community as well as in general public.
3. That I say that the defendant No.1 to 6 were partners in Capital Link, Situated in Karachi is working as factor and service provider for access to International Market for Trading by its One-Line facility and all defendants are Partners/Directors, and running the business under the name and style of M/s Capital Link. It is further submitted that the defendants were engaged in the business of International Market Trading and also offered to the plaintiff to invest his amount as such the plaintiff was pretty much impressed with the said offer of the defendants and showed his willingness to invest the amount in company and asked about the said business and way they were making such earning from the said business.

(Photocopy of the Company profile, visiting cards and NTN are enclosed herewith and marked as annexure 'P, P/1 to P/ ').

4.

5. That I say that the defendant No.1 introduced and disclosed to the plaintiff that their company is doing the business of trade of International Market. They are registered body and doing the business of trading through their registered clients and they used to give a portion of profits of the said business to their clients, as such the plaintiff by impressing the said offers of the defendant and joined the business/ firm of the defendants.
6. That I say that the defendant No.1 is a company M/S Capital Link through Defendant No.1 Company M/S Capital Link invested Rs.21,95000/- & US \$ 3000/- for trading in International Market, in 15th june,2015 Defendants/Company providing such services to Plaintiff against agreed rate of Commission.

(Photocopy of the Bank statement of Plaintiff and issued cheque receipts are enclosed herewith and marked as annexure P/ to P/ ').

7. That I say that the defendant No.1 given the profit to the plaintiff in starting of 2 months as such issued two cheques bearing No. 1) A-41538451 & 2) 69754072 of Meezan Bank Liaquatabad branch, Branch code: (0152) and last profit of Rs.100,000/- cash was given in the year of 2020 but thereafter never gave profit since 2.5 years Defendant No.1/Company M/S Capital Link and they were neither providing access to plaintiff in International Market for

Trading nor Re-fund amount Rs.21,95000/- & US \$ 3000/- deposited with Defendant company to plaintiff and on one or another false pretext Defendants are avoiding and/or delay or deny to fulfill their liabilities and/or responsibilities, plaintiff through Email(s) and personally demanded the said amount but Defendants/Company denied and/or refused and/or delayed to refund amount.

(Photocopies of two issued cheques by the defendant No.1 to the plaintiff are enclosed herewith and marked as annexure "P/ to P/").

8. That I say that despite of plaintiff demanded to refund his payment through Email, and by personal visit in the office of the defendants but defendants above named deliberately & intentionally avoided and refused to refund the deposited/invested amount therefore, Legal Notice dated: 24.05.2022 & 16.11.2022 delivered to defendants above named but the defendant No 1 to 6 refused to receive to the said legal notice, it appears that defendants, with malafide intentions & for ulterior motives deliberately and intentionally denied the refund of the payment under the circumstances the plaintiff is entitled to claim financial damages from defendants as plaintiff is suffering financial losses because defendants illegally with hold the amount of plaintiff hence, the plaintiff has no option but to initiate/file instant suit.

9. That I say that the object of the deposit of amount damaged and distorted such act of the defendant and did fraud with the plaintiff and not refunding

the amounts also did unlawful conduct and threatened the plaintiff to be detained the movable property belongs to the plaintiff, such act of the defendants forbidden by the law, hence the instant suit.

10. That I say that the plaintiff suffered huge financial losses & injury due to intentional negligence, deliberate violation of terms of understanding and objects of the trust hence, the plaintiff is entitled for financial damages of Rs.1500,000/- and plaintiff is also entitled for recovery of damages for injury, mental torture and agony Rs.10,00,000/- total damages Rs.2500,000/-. The plaintiff would be deprived of his right on without amount Rs.21,95000/- (in respect of 22000 US \$) & US \$ 3000/- due to withholding of amount illegally by the defendants and creating obstructions to use amount for trading purpose consequently, the plaintiff is entitled for refund of the total deposited amount along with markup @ 20% per annum from 3rd March,2016 till to realization.

(The Photocopies of legal notice dated 24.05.2022, its returned envelope & TCS receipt and Report are attached herewith and marked as annexure "L/ to L/").

11. That I say that the plaintiff have serious apprehension that defendants will withdraw or transfer or create third party interest in movable property i.e. Bank account No.01520101541867 in Meezan Bank Liaquatabad Branch at Karachi operating by defendants, if it happened, the plaintiff will suffer injury, huge financial losses and will be deprived of his right over the amount

illegal withhold by the defendants, the plaintiff lawfully entered into understanding with the defendants hence, entitled and having right & legal character to recover the said amount which illegally withhold by the defendants therefore , the plaintiff have a good *prima facia* case & the *balance of inconvenience* is also in favour of the plaintiff, if the injunction withhold or delay, it would *serious injury & irreparable losses* to the plaintiff hence, defendants be restrained from withdraw and/or transfer amount from the said account, till the satisfaction of claim any delay will cause *serious injury* to the plaintiff.

12. That I say that cause of action for this suit arose in 15th June 2015 when the plaintiff started trading through Online service provided by the defendants above named, secondly when the defendants pay the profit amount in the year of 2016, thirdly when the defendants pay amount of Rs.100,000/- in the year of 2020 and fourthly when the defendants stop giving the profit amount to the plaintiff, fifthly when the defendants refused to refund amount invested with defendants & refused to receive Legal Notice, the same is continued till to date.

13. That I say that all the modes of services in respect of the instant suit has been adopted and the proceedings of the instant case has come in the knowledge of defendant No. 1 to 3 but he deliberately is avoiding to appear before this

Hon'ble Court and defendant No.4 and 6 filed their W.S. My suit may be decreed as prayed by me in the prayer clause of the plaint.

14. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi

Dated: 31-08-2023

DEPONENT

**IN THE COURT OF IIND SENIOR CIVIL JUDGE, AT KARACHI
EAST**

Civil Suit No. 2744/ 2022

Mr. ALLAUDDIN KHILJI

S/o Haji Azizuddin Khilji

Through attorney Mr. Munir

Ahmed S/o Bashir Ahmed.....Plaintiff

VERSUS

Mohammad Adnan Khan & 5 othersDefendants

They will corroborate and support the version of the plaintiff.

Karachi:

Dated: 31-08-2023

Advocate for the Plaintiff

**IN THE COURT OF IIND SENIOR CIVIL JUDGE, AT KARACHI
EAST**

Civil Suit No. 2744/ 2022

Mr. ALLAUDDIN KHILJI
S/o Haji Azizuddin Khilji
Through attorney Mr. Munir
Ahmed S/o Bashir Ahmed Plaintiff

VERSUS

Mohammad Adnan Khan & 5 others Defendants

LIST OF DOCUMENTS.

Sr.Nos	Description	annexure
1	Special Power of attorney	
2	Company profile	
3	NTN	
4	Visiting cards	
5	Issued cheques for investment	
6	Chit of Issued cheques for investment	
7	Bank Statement	
8	2 cheques of profit issues by capital link	
9	Legal notice dated 24.04.2022	
10	TCS Courier Slips	
11	Legal notice dated 15.04.2022	
12	Pakistan Post Courier Slips	

Plaintiff

Karachi:

Dated: 31-08-2023

Advocate for the Plaintiff

**IN THE COURT OF IIND SENIOR CIVIL JUDGE, AT KARACHI
EAST**

Civil Suit No. 2744/ 2022

Mr. ALLAUDDIN KHILJI
S/o Haji Azizuddin Khilji
Through attorney Mr. Munir
Ahmed S/o Bashir Ahmed Plaintiff
VERSUS

Mohammad Adnan Khan & 5 others Defendants

**APPLICATION FOR FILING LIST OF WITNESSES AND
DOCUMENTS U/S 151 CPC.**

It is respectfully prayed on behalf of the plaintiff above named that for the reasons and facts disclosed in the accompanying affidavit that this Hon'ble Court may be pleased to allow the plaintiff to file list of witnesses and documents which couold not be submitted within the stipulated period of seven days.

This Prayer is made in the interest of justice.

Karachi:

Dated: 31-08-2023

Advocate for the Plaintiff

**IN THE COURT OF IIND SENIOR CIVIL JUDGE, AT KARACHI
EAST**

Civil Suit No. 2744/ 2022

Mr. ALLAUDDIN KHILJI
S/o Haji Azizuddin Khilji
Through attorney Mr. Munir
Ahmed S/o Bashir Ahmed.....Plaintiff

VERSUS

Mohammad Adnan Khan & 5 othersDefendants

AFFIDAVIT

I, Mr. Munir Ahmed S/o Bashir Ahmed attorney of Mr. Allauddin Khilji S/o Haji Azizuddin Khilji, Muslim, Adult, Resident of B-36, Cooperative Housing Society, Hajrabad, Shah Faisal Colony-III, Karachi, do hereby state on oath affirmation as under:-

1. That I am attorney of plaintiff in the above suit as well as deponent of this affidavit, as such fully conversant with the facts of the case.

2. That the accompanying application for filing list of witnesses and documents U/S 151 C.P.C. has been drafted and filed under my instructions and for the sake of brevity the contents of the accompanying application may be treated part and parcel of this affidavit.
3. That I say that due to mis-understanding of issues fixation date, I, plaintiff remained unaware regarding this fact.
4. That due to bonafide omission the list of witnesses and list of documents could not be produced/submitted within stipulated period of seven days.
5. That I shall be seriously prejudiced and suffer irreparable loss if the accompanying application is not granted by this Hon'ble Court.
6. That whatever has been stated above is true and correct to the best of my knowledge and belief.

Karachi
Dated: 31-08-2023

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2022

Syed Umer Ijaz Ahmed S/o Syed Ijaz Ahmed R/O Darbar Hazrat Mian Mir
Link Drga House No. 11-B St. 53, Lahore Cantt.

Plaintiff

Versus

1. Uzma Badar D/o Syed Ijaz Ahmed R/O Darbar Hazrat Mian Mir
Link Drga House No. 11-B St. 53, Lahore Cantt.
2. Asma Taimoor W/o Taimoor Tariq, R/o House No. 507, Street No.
20, Sector-B, Phase-V, DHA, Lahore.
3. Syed Amir Ijaz Bukhari S/o Syed Ijaz Ahmed R/O Darbar Hazrat
Mian Mir Link Drga House No. 11-B St. 53, Lahore Cantt.
4. Excise and Taxation Department through its Director General, 2-A,
Farid Kot Road, Lahore.
5. Public at large.

Defendants

SUIT FOR DECLARATION

Respectfully Sheweth: -1. That Syed Ijaz Ahmed S/o Syed Fasih Ahmed,
father of plaintiff and defendant Nos. 1 to 3 was owner of land
measuring 9 Marla situated at House No.11-B, Street No.53, Mohallah
Darbar Hazrat Mian Mir Link Dargah Road, Lahore. Copy of PT10 is
attached as Annexure "A".

2. That Syed Ijaz Ahmed S/o Syed Fasih Ahmed died on 28.03.2021 and Mst. Kousar Ijaz widow of Syed Ijaz Ahmed has also died on 22.01.2022. Copies of death certificates are attached as Annexure “B” & “B/1”.

3. That late Syed Ijaz Ahmed left behind the following legal heirs:

- i) Uzma Badar (Daughter)
- ii) Asma Taimoor (Daughter)
- (iii) Syed Amir Ijaz (Son)
- (iv) Syed Umer Ijaz (Son)

4. That there are no other legal heirs of late Syed Ijaz Ahmed except the plaintiff and defendant Nos. 1 to 3. Syed Ijaz Ahmed had no other wife except Mst. Kausar Ijaz. Copy of FRC is attached as Annexure “C”.

5. That the plaintiff and defendant Nos. 1 to 3 approached the relevant authority for entering their names in record as owners of the suit property being legal heirs of late Syed Ijaz Ahmed. They have advised the plaintiff to procure 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 defendants No. 1 to 3 died on 28.03.2021 and Mst. Kousar Ijaz widow of Syed Ijaz Ahmed has also died on 22.01.2022 respectively; secondly when the plaintiff and defendants No. 1 to 3 approached the relevant authority for entering their names in 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 of court which is exempted from levy of court fee. 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 defendants No. 1 to 3 as the legal heirs of late Syed Ijaz Ahmed S/o Syed Fasih Ahmed as well as Mst. Kousar

Ijaz widow of Syed Ijaz Ahmed and consequently plaintiff and defendants No. 1 to 3 may also be declared owners of the suit property.

Any other relief which this learned court deems appropriate may also be granted.

VERIFICATION

Verified on oath at Lahore this 28th day of June, 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.

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

Civil Appeal No. _____ /2023
Zeeshan son of Mukhtar Hussain, resident of
House No.118, Street No.3, Block-1,Karim Park
Ravi Road, Lahore.

APPELLANT

Versus

1. **Ghulam Hussain etc.** son of Anwer Mahmood
 2. Jan Hussain son of Anwer Mahmood
 3. Zahid Mahmood son of Anwer Mahmood
 4. Khalid Mahmood son of Anwer Mahmood
 5. Subah Sadiq Hussain (deceased) through his legal heirs:
 - a. Tasneem Kausar widow
 - b. Shahzad Mahmood son

c. Shahbaz Mahmood son
d. Arshad Mahmood son
e. Mst. Ayshi daughter
f. Mst. Asifa daughter

6. Ruqaiya Bano daughter of Anwer Mahmood
7. Naik Parveen daughter of Anwer Mahmood
8. Kausar Parveen daughter of Anwer Mahmood
9. Zakiya Shumaila daughter of Muhammad Saleem
All residents of House No.16, Street No.4, Cheema Street, Iterfaq Colony, Sanda Lahore.

RESPONDENTS

**APPEAL: AGAINST THE ORDER DATED 21.11.2023,
PASSED BY ABDUL MANNAN QURESHI, LEARNED
CIVIL JUDGE CLASS-II, LAHORE.**

Respectfully Sheweth:

1. That the appellants filed a suit for suit for separate possession through partition against the respondents / defendants.
2. That the respondents/defendants declared the ex-parte in proceedings of the court.
3. That the appellants presented their oral as well as documentary evidence with best efforts.
4. That vide order dated 21.11.2023, the suit of the appellants was dismissed.
5. That the impugned order dated 21.11.2023 is illegal and unlawful of the following amongst other:

GROUND

- a. That the learned trial court did not decide the case according to the law and

deliberately and intentionally dismissed the suit of the appellants without any grounds.

- b. That the appellants presented the FRC own and the FRC of the defendants/respondents is not available and it was not access to the appellants because as per information provided by the NADRA, that the FRC is not prepared by the defendants/respondents. The FRC is not necessary for the suit for partition and there is no proviso of the law to demand the FRC and the appellants proved through other documents that the appellants and the respondents are co-sharers in the suit property and Ex-P1 is sufficient to prove that the appellants and respondents are the co-sharers of the suit property and the appellants are presented the order about the legal heirs of the appellants of the suit property. The appellants also submitted two affidavits regarding the co-sharers and co-owners that the only these persons are the legal heirs and co-sharers in the suit property but the learned trial court ignored these legal steps.
- c. That the learned trial court had become the blind and it had no ability to decide the case according to the law and passed the illegal and unlawful impugned order dated 21.11.2023.
- d. That the learned trial court passed the impugned order on the basis of surmises

and conjectures and also committed the misreading and non-reading while passing the impugned order.

- e. That it is habit of the learned trial court to pass the illegal and unlawful order and deprive the people from the justice.
- f. That learned trial court has the corrupted mind and did not use the wisdom while passing the impugned order.

PRAYER:

Under the above circumstances, it is respectfully prayed that by accepting the titled appeal, the impugned order dated 21.11.2023 may very kindly be set aside and suit may very kindly be decreed.

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

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

Civil Appeal No. _____ /2023

In re:

Zeeshan Vs. Ghulam Hussain etc.

(CIVIL APPEAL)

AFFIDAVIT OF:

*Zeeshan son of Mukhtar Hussain,
resident of House No.118,
Street No.3, Block-1,Karim Park
Ravi Road, 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 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:

Zeeshan. Vs. Ghulam Hussain etc.

(CIVIL APPEAL)

**APPLICATION UNDER SECTION 151 C.P.C ALONGWITH
THE OTHER ENABLING PROVISIONS FOR CALLING THE
RECORD OF THE FRC FROM NADRA.**

Respectfully Sheweth:

1. That after best efforts, the appellants could not trace the FRC of the respondents, although it is not necessary for passing the decree for partition and there is no provision of the law for passing the decree of the partition but if the court feels that it is necessary then this Honourable Court should be called the record of the FRC from NADRA, if there is available.

Under the above circumstances it is, therefore, most respectfully prayed that the NADRA office Shimla Pahari, Lahore may kindly be directed to present the FRC record of the respondents, if it is available before it.

Petitioners

Through

Khalid Mahmood
*Advocate High Court
1-Farid Kot Road, Lahore.*

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

Civil Appeal No. _____ /2023

In re:

Zeeshan. Vs. Ghulam Hussain etc.

(CIVIL APPEAL)

**APPLICATION UNDER SECTION 151 C.P.C ALONGWITH
THE OTHER ENABLING PROVISIONS FOR CALLING THE
RECORD OF THE FRC FROM NADRA.**

AFFIDAVIT OF: *Zeeshan son of Mukhtar Hussain,
resident of House No.118,
Street No.3, Block-1,Karim Park
Ravi Road, 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
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:

Zeeshan. Vs. Ghulam Hussain etc.

I N D E X

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

**IN THE COURT OF MR. MUJID ULLAH KHAN
LEARNED CIVIL JUDGE, FEROZWALA.**

In re:-

Zeeshan Akram etc. Vs. Zahid Aziz Butt

(SUIT FOR permanent injunction)

WRITTEN STATEMENT ON BEHALF OF DEFENDANT.

Respectfully Sheweth;-

PRELIMINARY OBJECTIONS:

1. That the instant suit is not maintainable in its present form and liable to be dismissed under order 7 rule II.
2. That the plaintiff have not come into the court with clear hands.
3. That the instant suit has been filed with the malafide intention and ulterior motive just to blackmail and harras the defendant.
4. That the plaintiff has no louse standi to file the instant suit and liable to be dismissed under order 7 rule II CPC.
5. That the plaintiff have no right to file the suit against the defendant.

GROUND

1. Para No.1 denied vehemently. That the defendant bona fide purchased the property measuring 37-Marlas (as per 272 Sq.ft.)

Maraba No.33, bearing Khewat No.170, Khatouni No.640, Khata No.8/2, 7/8, 7/8, situated at Mouza _____ Khudayar, Tehsil Ferozwala, District Sheikhupura Through action from banking court No.2, Lahore. That the banking court transferred the property in the name of defendant since 2014 and the defendant become the owner and possessor of the property the plaintiffs have no concern with the property of the defendant. That the plaintiff mentioned area measuring 8-Marlas, fall in Killa No.24/8 and Showed four direction.

White the plaintiff four directions mentioned in the sale deed which dose not fall in the area of the defendant.

2. That denied defendant has no concern with the property or area of the plaintiff.
3. Denied totally in correct. That the defendant is an occupied and owner of his own property while the plaintiffs wants to occupy the property of the defendant illegally and unlawfully without any kind of justification that the plaintiffs have already filed a suit against the defendant on 14.09.2023, but later on, withdraw/ returned on_____.
4. Para No.4 denied being incorrect. That the defendant does not _____ to occupy the property of plaintiffs and nor the interfered in the property of the plaintiff and did not go with the gunda elements in the property of the plaintiffs.

5. Para No.5 denied vehemently. That the plaintiffs have no cause of action to file the suit against the defendant.

6. Legal.

Prayer clause is also denied.

PRAYER:

In view of the above said submission, it is therefore most respectfully prayed that the suit in hand may kindly be dismissed with cost.

Defendant

Through

***Muhammad Tabsheer
Advocate High Court
Awan-e-Adal, Ferozwala .***

VERIFICATION:

Verified on Oath at Ferozwala, this _____ day of **November, 2023** that the contents of the above written statement from Paras No.1 to ___ are true and correct to the best of my knowledge and rest of the Paras No.____ to ____ with preliminary objections correct to the best of my information and belief.

Defendant

IN THE COURT OF MR. MUJID ULLAH KHAN
LEARNED CIVIL JUDGE, FEROZWALA.

In re:-

Zeeshan Akram etc. **Vs.** Zahid Aziz Butt

(SUIT FOR permanent injunction)

WRITTEN STATEMENT ON BEHALF OF DEFENDANT.

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. Denied being incorrect. That balance of convenience does not lie in favour of the petitioner.
5. 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.*

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2023

Zaiba Shaheen daughter of Mushtaq Ahmed, resident of Street No.1, Nawan Kot, Police Station, Bund Road, Lahore.

Plaintiff
VERSUS

Imran Khan son of Muhammad Ashraf, Caste Arrian, resident of LDA, Sikandaria Colony, Bund Road, Lahore.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 28.02.2023 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 defendant being owner of a **Property/House Double Story land measuring 3-Marlas, bearing Khewat No.42/326, Qitat-4, Salam Khata land measuring 100K-1M, transferred share 675/450225, measuring 3-Marlas, vide Mutation No.14651, dated 30.09.2021, according to registered Haqdaran Zameen in the year 2015-16, situated at Mouza Dholan, LDA House No.111, Sikandaria Colony, Bund Road, Lahore** (Hereinafter called the **Suit Property**) entered into an agreement to sell dated 28.02.2023 with the plaintiff regarding the sale of above suit property against the consideration of Rs.60,00,000/- and the defendant received Rs.500,000/- as earnest money in the presence of witnesses. It is also pertinent to mention here that on 07.03.2023, the defendant received an amount of Rs.15,00,000/- in the presence of witnesses. While the balance amount of Rs.40,00,000/- was agreed to be paid within 3-months in the presence of Sub-Registrar Kasur by the plaintiff to the defendant and the possession of the suit property _____ was also handed over to the

plaintiff at the time 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.40,00,000/- 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 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 her 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.60,00,000/- 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 28.02.2023 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:

Zaiba Shaheen Vs. Imran Khan

(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 her 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.

**IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.**

In re:

Zaiba Shaheen

Vs. *Imran Khan*

(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:

Zaiba Shaheen daughter of Mushtaq Ahmed, resident of Street No.1, Nawan Kot, Police Station, Bund 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 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.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Zahid Mehmood son of Muhammad Ashraf, resident of House No.801, Street No.71, Bazaz Sadar Bazar, Cantt., Lahore.

Plaintiff

V E R S U S

Public-at-Large.

Defendant

SUIT FOR DECLARATION OF LEGAL HEIRS WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That the father of plaintiff namely Muhammad Ashraf son of Abdul Aziz died on _____ and he left behind the plaintiff and mother of the plaintiff namely Azra Parveen widow of Muhammad Ashraf, who also died on 06.12.2021, so the plaintiff is now the sole/only legal heir of deceased parents.

Parents of deceased had also been died. The deceased contracted only one marriage.

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

2. That the deceased Muhammad Ashraf 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 plaintiff is only legal heir of said deceased Muhammad Ashraf and he is entitled to be declared the only legal heir of the deceased Muhammad Ashraf and entitled of inheritance of the deceased as well.

4. That the plaintiff approached to concerned department and informed about the death of Muhammad Ashraf and requested them to incorporate the names of plaintiff as the legal heirs of (deceased) Muhammad Ashraf, regarding the above said properties, but they flatly refused to incorporate the names of plaintiff 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 concerned department refused to incorporate the names of the plaintiff 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 plaintiff are residing at Lahore, the cause of action accrued at Lahore, the suit properties are 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 plaintiff and against the defendant declaring the

plaintiff as legal heirs of deceased Muhammad Ashraf regarding above said properties, in the interest of justice equity and fair play.

It is also prayed that concerned department may kindly be directed to incorporate the names of the plaintiff as sole owner of the above said properties.

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

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.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Syed Zahid Hussain Shah son of *Shed m. Ali Shah*,
resident of *Hanjerwal, Multan Road, Lahore.*

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Allama Iqbal, Lahore.
3. **Revenue Officer LESCO**, Division Allama Iqbal, Lahore.
4. **SDO LESCO**, Sub-Division, Multan Road, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

1. That an electricity meter under **Reference No.08112321509013, Meter No.3-320245** 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 plaintiff 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.125,777/- including arrears of Rs.109,675/-** without considering the actual consumption of the plaintiff. Current bill is Rs.14,326/-.
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.125,777/- including arrears of Rs.109,675/-** they will disconnect the electricity connection of the plaintiff at any cost. Earlier the suit was filed and previous bill was challenged, Honourable Court granted stay but defendants did not comply with the order and now plaintiff has filed present suit.
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 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.125,777/- including arrears of Rs.109,675/- 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

Malik Muhammad Arif
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:

Syed Zahid Hussain Shah **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.

- 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

Malik Muhammad Arif

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Syed Zahid Hussain Shah 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:

*Syed Zahid Hussain Shah son of
Shed m. Ali Shah, resident of
Hanjerwal, 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 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. _____ /2023

M. Zaheer Iqbal son of M. Fazal Raheem, resident of Near Rustam Sohrab Factory, Mohallah Fazal Manzil, Sheikhupura Road, Shahdra, Lahore.

Plaintiff
VERSUS

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

Defendants
SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION.

Respectfully Sheweth;:-

1. That an electricity meter under **Reference No.46111351561708U, Meter No.454219** was under the use and occupation of the plaintiff.
2. That the plaintiff also filed a Writ Petition No.49123/22 in Lahore High Court, Lahore for the correction of electricity bill of the plaintiff, which is decided on 19.08.2022 with the direction to Revenue Officer Lesco, Division Ravi Road, Lahore to resolve the matter of the plaintiff within 10-days

and also directed to move an application in the office of Revenue Officer Lesco. On 22.08.2022, the plaintiff moved an application to the Revenue Officer Lesco but no actions has been taken in this regard. Copies of order of Lahore High Court, Lahore and application are attached herewith for kind perusal of this Honourable Court.

3. That the plaintiff again and again approached to the defendants and requested them to issue the correct bill but they are lingering on the matter.
4. That three days ago, defendants officials disconnect the electricity connection and also removed the electricity meter of the plaintiff illegally and unlawfully without considering the routine unit/ without sending the actual consumption of the plaintiff.
5. That after disconnecting the electricity supply and removing the meter the plaintiff, plaintiff online printed the bill of November, 2023 of Rs.225,533/-, including arrears of Rs.162,833/- and current bill of Rs.58,812/-. Copy of bill of November, 2023 is attached.
6. That the defendants disconnected the electricity supply and removed the meter of the plaintiff

without any lawful reason and justification, which the basic necessity of life and every citizen of Pakistan has right to use the electricity and cannot deprive from using the same.

7. That the plaintiff many time approached to the defendants and requested them to send bill as per actual consumption and requested to restore the electricity supply and installed the meter of the plaintiff but they refused, hence this suit.
8. That the cause of action firstly accrued in favour of the plaintiff and against the defendants firstly when the defendants without lawful justification illegally, unlawfully disconnecting the electricity supply and remove the meter of the plaintiff and finally when the defendants did not listen the genuine request of the plaintiff and the same cause of action still continuing.
9. 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.

10. 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 consumption of the _____ 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 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 and installed the electricity meter of the plaintiff.

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

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:

M. Zaheer Iqbal 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

Muhammad Tahir Alvi
Advocate High Court
41-A, Lower Mall, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.
re:
M. Zaheer Iqbal Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION)

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

AFFIDAVIT OF: **M. Zaheer Iqbal** son of M. Fazal Raheem, resident of Near Rustam Sohrab Factory, Mohallah Fazal Manzil, Sheikhupura Road, Shahdra, 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

Zafar Iqbal son of Peeran Ditta, resident of Block-B, Main Rabani Road, Nishat Colony, Cantt., Lahore.

Plaintiff
VERSUS

1. Mst. Azra Parveen daughter of Muhammad Farid,
wife of Mazhar Hussain,

2. Mazhar Hussain son of Peeran Ditta

Both residents of House NO.609, Street No.6, Nishat
Colony, Cantt., Lahore.

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF
AGREEMENT TO SELL / AGREEMENT DATED
10.08.2021 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 defendants were the owner of **Property/ land measuring 5-1/2-Marlas, bearing Khewat No.634, Khatouni No.1091, (previous Khewat No.330, Khatouni No.900), Khasra No.510/14, situated at Hadbust Mouza Keer Khurd, Tehsil Cantt., District Lahore.** (Hereinafter referred to as

the **Suit Property**). Copies of title documents are attached.

2. That on 10.08.2021 the defendants entered into an agreement to sell / agreement / compromise deed with the plaintiff regarding the sale of above described suit property for a total consideration of Rs.70,00,000/- and the defendants received the total consideration amount as final and full consideration of the above said subject matter property in presence or marginal witnesses. The defendants also handed over the possession of the suit property to the plaintiff. Copy of the agreement to sell / agreement dated 10.08.2021 is presented for the kind perusal of this Honourable Court.
3. That as per the terms of the agreement to sell/ agreement the defendants were bound to transfer the property in favour of the plaintiff. It is duty of the defendants as per agreement to provide the clear

documents, including the Fard Malkiyat, copy of the inheritance mutation, PT-I etc. The plaintiff from time to time approached the defendants and requested them to provide the above mentioned documents, however defendants always took the time for providing the ownership documents after getting the relevant departments but the defendants always misplaced at the fixed time and got the new time for the documents.

4. That despite numerous requests made by the plaintiff to defendants to transfer the subject matter property in favour of the plaintiff and providing the relevant documents but the defendants are lingering on the matter from one pretext or the other.
5. That quite astoundingly, it came into the knowledge of the plaintiff that the defendants wants to sell the suit property to some other person/intending

purchasers, which act of the defendants is totally illegal, unlawful and without lawful authority.

6. That one week ago, the plaintiff once again approached to the defendants and requested them to transfer the suit property in the name of the plaintiff, provide the relevant documents but the defendants flatly refused to accept the genuine request of the plaintiff, hence this suit.
7. That the cause of action firstly accrued in favour of the plaintiff and against the defendants, when the defendants refused to perform their part of obligation and it came to the knowledge that the defendants have ill-intention to alienate the property and secondly on each and every occasion when the defendants flatly refused to do the needful and lastly few days ago when the defendants finally refused to transfer the suit property in favour of the plaintiff, which is still continuing.

8. 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.
9. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.70,00,000/- 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 / agreement / compromise deed dated 10.08.2021 may very kindly be passed in favour of the plaintiff and against the defendants directing the defendants to performs their parts of duties as per agreement dated 10.08.2021 and to transfer the subject matter property in favour of the plaintiff according to the terms and conditions of the agreement to sell/agreement 10.08.2021 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 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.

PLAINTIFF

Through

Khalid Mahmood
Advocate High Court
Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore on 09th day of January, 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:

Zafar Iqbal Vs. Mst. Azra Parveen

(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 passe

IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.

In re:

Zafar Iqbal Vs. Mst. Azra Parveen

(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:

Zafar Iqbal son of Peeran Ditta,
resident of Block-B, Main Rabani Road,
Nishat Colony, Cantt., Lahore.

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 09th 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

Muhammad Zafar Iqbal Ch. son of Ch. Abdul Rauf,
resident of Mehrab Complex, Al-Falah Town, Badian Road,
Bhatta Chowk, Cantt., Lahore.

Plaintiff

V E R S U S

1. **Punjab Small Industry** cooperative Housing Society through its president office at Badian Road Lahore.
2. **Vice President** PSIC Badian Road, Cantt. Lahore.
3. **Assistant Commissioner** Office at Tehsil Cantt. Lahore.
4. **Tehsil Dar** Concerned Chun Khurd, Office at Tehsil Cantt. Lahore.
5. **Cantonment Board** through its officer Office at RA Bazar Cantt. Lahore.
6. **Defense Housing Society** Office at Y-Block DHA Lahore.

Defendant

**SUIT FOR DECLARATION WITH MANDATORY AND
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 the defendant No.1 is a private society which was made on the land of some area of the Mouza Chu Khurd. The primary partition of the land was as a commercial and as a residential area with Terms and conditions left area for the graveyard, masque, road etc.
- 3- That the plaintiff is owner in the possession of the Commercial Plot No.34, Block-C-3, member ship No.52, land measuring 2-Marla, in the above said society/defendant No.1.
- 4- That after passing some years, the notorious persons occupied the said PSIC Society and for their personal interest, started to change in the

Map of the Society, without approval from the DHA and now the said notorious persons without permission of the Registrar without approved the Map from DHA, want to delete the Block-C-3 as a commercial from the Map although the said Block-C-3 of the PSIC has developed with commercial buildings. The defendant No.1&2 without legal permission from the competent authority also prepared the new Map of the society and office of the society was exists in Khasra No.463, in the old Map and now in new Map, office of the society is shown in the Khasra No.469, the places of the offices in two Maps or not according to the Aks-Shajra of Shun Khurd, the society also without going to adopt the legal procedure, also made the commercial Block-A, Commercial Block-D, and also included the residential area beyond the limits of the property ownership of the society. These arrears are shown Map in the without enrolment of the Khasra Numbers.

- 5- That the society is being run without rule and regulation and as per term and conditions of the society it is duty of the society to verify the record, the verify the account of the society, to verify the land of the society but these all things are being kept secret from the members for harassing and blackmailing members of the society and for snatching the plots from the members.
- 6- That the plaintiff also approached the defendants No.3 to 6 and complained the illegalities of the defendant No.1&2 but do to the influence of the defendant No.1&2, they are not ready to take the action.
- 7- That it duty of the defendant No.1&2 without approval of the registrar of the society, do not change the Map of the Society and the said Map

- also should be approved from the DHA because the cantonment board is not competent authority to approved/change the layout Map of the society but under the greed of the money, the cantonment board is doing all illegal acts hence this suit.
- 8- That the cause of action accrued in favour of plaintiff against the defendant firstly one week ago when it came into the knowledge that the PSIC society is doing the change in the layout Map of the society without permission, approval of the competent authority and finally when the defendants refused to accept the legal request of the plaintiff, the defendant are doing the illegal acts, 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.

PRAAYER:

It is, therefore, most respectfully prayed that a decree for declaration with mandatory injunction may kindly be passed in favour of the plaintiff and against the defendants; declaring therein that the plaintiff is owner in possession of the commercial plot No.34, Block-C-3 membership No.52, situated at PSIC society Badian Road Lahore and the

defendants have no right to change the layout Map of the society without permission and approval of the cantonment authority and the defendant also have no right to change the status of the plot No.34, commercial Block-C-3 without permission approval of the competent authority.

It is further prayed the defendant No.3&4 be director to demarcate the boundary walls of the Khasra numbers according to the ownership of the PSIC Society and the encroachment of the PSIC Society may kindly be removed and excess area under the society without ownership, may kindly be recovered.

It is a further prayer that the defendant No.5&6 may kindly be directed not to approve the Map of the PSIC society without permission of the competent authority and review Map not to be allowed.

It is a further prayer that with permanent injunction, that the defendants may kindly be restrained from the changing of the commercial status of the commercial Plot No.34 Bloc-C-3B.

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

Plaintiff

Through:-

Khalid Mehmood
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 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:

Muhammad Zafar Iqbal Ch. **VS.** Imtiaz Hussain

(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 changing the status of the commercial plot No.34, Block-C-3 PSIC society Lahore, converting the commercial status in the residential status till the final decision of this court.

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

Petitioner

Through

Khalid Mehmood
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Zafar Iqbal Ch. **Vs.** Imtiaz Hussain

(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: **Muhammad Zafar Iqbal Ch.** son of Ch. Abdul Rauf, resident of Mehrab

Complex, Al-Falah Town, Badian Road, Bhatta Chowk,
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 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

**IN THE COURT OF MR. MUJAHID KARIM, LEARNED
CIVIL JUDGE, LAHORE.**

In re:

Yousaf Masih **Vs.** Muhammad Arshad etc.

(SUIT FOR DECLARATION AND CANCELLATION OF DOCUMENT
WITH PERMANENT INJUNCTION)

SUBJECT: **PETITION FOR THE EARLY HEARING OF
THE ABOVE TITLED SUIT PENDING
BEFORE THIS HONOURABLE COURT.**

RESPECTFULLY SHEWETH:

1. That the above titled suit is pending in this Hon'able Court and is fixed for _____.
2. That the matter of the petitioner is urgent in nature and the matter is liable to be fixed for an early date.
3. That it is settled observation of the superior courts and repeatedly held and the same is reproduced below:-

“Justice delayed is justice denied”

And

“Law helps vigilant not ignorant.”

4. That the petitioner is submitting this petition before this Hon'able Court for the early hearing of the above titled suit as soon as possible.

PRAYER:

*It is, therefore, most respectfully prayed
that the instant petition may very kindly be
accepted and the above tiled suit may very
kindly be fixed for early hearing in the
interest of the justice, equity and fair play.*

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

Petitioner

Through

Malik Javaid Talib
Advocate High Court

**IN THE COURT OF MR. MUJAHID KARIM, LEARNED
CIVIL JUDGE, LAHORE.**

In re:

Yousaf Masih **Vs.** Muhammad Arshad etc.

(SUIT FOR DECLARATION AND CANCELLATION OF DOCUMENT
WITH PERMANENT INJUNCTION)

SUBJECT: **PETITION FOR THE EARLY HEARING OF
THE ABOVE TITLED SUIT PENDING
BEFORE THIS HONOURABLE COURT.**

AFFIDAVIT OF: **Yousaf Masih** son of Samuel Masih,
resident of House No.403, Block-3,
Sector-D-I, New Township, 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. _____ /2024

Yasmeen widow of Muhstaq Ahmad, daughter of Punnou, resident of Street No.2, Mohallah Sittara Colony No.2, Chungi Amar Sadhu, 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. Imtiaz son of Mushtaq Ahmad, resident of
Street No.2, Mohallah Sittara Colony No.2,
Chungi Amar Sadhu, Cantt., Lahore.

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 plaintiff is respectable and law abiding citizen.
3. That the plaintiff has been issued birth certificate from the concerned union council.
4. That the plaintiff was born at Lahore.

5. That so far CNIC of the plaintiff has not been issued due to which the plaintiff is facing huge difficulties.

6. That the plaintiff was got married with one Mushtaq Ahmad son of Chirag Din on 09.11.2019 and in this regard no child was born. It is pertinent to mention here that the said (Late) Muhstaq Ahmad was already married with one Sheeman Bibi also having child but his 1st wife namely Sheeman Bibi was died on 15.04.2023.

7. That all the step sons and daughters of plaintiffs are married and living separately.

and the defendant is demanding presence of step children of plaintiff, who are living

separately for issuance of CNIC which is not possible due to _____.

8. That the plaintiff approached defendant for issuance of CNIC and consequently demanded a declaratory decree from the competent court of jurisdiction for this purpose, hence this suit.

9. That defendant is legally bound to issue CNIC to plaintiff being citizen of Pakistan it is legal right of plaintiff.

10. That cause of action accrued in favour of the plaintiff and against defendant No.1s firstly when defendant lingered the matter of issuance of CNIC and finally when defendant refused to correct the same and demanded declaratory decree from the

competent court of law and the same cause of action is still continuing.

11. 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.

12. 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 declaring therein that

plaintiff has legal right to get issued CNIC.

It is further prayed that defendant may kindly be directed to issue CNIC to plaintiff without any further delay.

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
February, 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 MR. MUHAMMAD ZUBAIR, LEARNED CIVIL JUDGE, LAHORE.

In re:-

Yasir Ali
Versus
Walton Cantonment Board etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER IX, RULE 9 READ WITH 151 CPC FOR RESTORATION OF SUIT DISMISSED ON 23.09.2023 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 23.09.2023.

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 23.09.2023. The non-appearance of the applicant was neither intentional nor deliberate.
3. That the clerk of the counsel did not enter the correct date in the official diary i.e. 18.07.2023 or 23.09.2023 and clerk wrongly mentioned next date of hearing on 27.09.2023. Copy of official diary are attached herewith.
4. That the previous clerk of the counsel left the office of the counsel without informed the counsel and other associates i.e. "**Saleem Law Consultancy**", counsel and his associates many time trying to contact with the previous clerk but the previous clerk of the counsel going to other district.

5. 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.
6. That the valuable rights of the applicant involved in the titled suit.
7. 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.

IN THE COURT OF MR. MUHAMMAD ZUBAIR, LEARNED CIVIL JUDGE, LAHORE.

In re:-

Yasir Ali
Versus
Walton Cantonment Board etc.

(SUIT FOR DECLARATION WITH PERMANENT
INJUNCTION)

**APPLICATION UNDER ORDER IX, RULE 9 READ WITH 151
CPC FOR RESTORATION OF SUIT DISMISSED ON
23.09.2023 DUE TO NON-PROSECUTION.**

AFFIDAVIT OF: **Muhammad Saleem Bhatti**
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 06th 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. MUHAMMAD ZUBAIR, LEARNED CIVIL JUDGE, LAHORE.

In re:-

Yasir Ali
Versus
Walton Cantonment Board etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

(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 filing 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 Saleem Bhatti
Advocate High Court

IN THE COURT OF MR. MUHAMMAD ZUBAIR, LEARNED CIVIL JUDGE, LAHORE.

In re:-

Yasir Ali
Versus
Walton Cantonment Board etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

(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 Saleem Bhatti**
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 06th 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. _____ /2024

Muhammad Yaqoob son of Khawaja Abdul Majeed,
resident of House No.2, Street No.72, Mohallah 40,
Chamberlain Road, Gawalmandi, Lahore.

Petitioner

VERSUS

- 1. Muhammad Zubair** son of Abdul Hayee, resident of House No.1-A, Lalazar Colony, Judicial Housing Society, Phase-I, Thokar Niaz Baig, Lahore.
- 2.** Nasir Ali son of Syed Ali Hassan, resident of 24-McLagun Road, Lahore.
- 3.** Board of Revenue (Settlement & Rehabilitation Wing) through Secretary (S&R) Farid Kot House, Lahore.
- 4.** Excise & Taxation Department through its Director, Government of the Punjab, Lahore Zone No.12, Circle-F, Ali Complex, 23-Empress Road, Lahore.
- 5.** Sub-Registrar Data Ganj Bakhsh Town, Lahore.
- 6.** Sub-Registrar Ravi Town, Lahore.

Respondents

**REVISION PETITION AGAINST THE ORDER DATED
15.12.2023 PASSED BY MRS. SHABANA SAHL,
LEARNED CIVIL JUDGE, 1ST CLASS, LAHORE.**

Respectfully Sheweth:-

1. That brief facts giving rise to the present revision petition are that the respondent No.1 filed a suit for declaration, cancellation of documents, possession and permanent injunction against the petitioner and respondents No.2 to 6.
2. That _____
3. That the petitioner appeared before the learned trial court and stated that the matter of the case is under conclusion before the members of

punchayat and there is apprehension that the same will be resolved over there and if the same will not be decided then the petitioner will file the written statement but the learned trial court while passing impugned order dated 15.12.2023 closed the right of the petitioner to file the written statement.

4. That the impugned order dated 15.12.2023 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 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
15.12.2023 may kindly be set-aside, and*

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

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:

Muhammad Yaqoob **Vs.** Muhammad Zubair etc.

(REVISION PETITION)

AFFIDAVIT OF:

Muhammad Yaqoob son of Khawaja Abdul Majeed, resident of House No.2, Street No.72, Mohallah 40, Chamberlain Road, Gawalmandi, 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 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 DISTRICT JUDGE LAHORE.

In re:

Muhammad Yaqoob **Vs.** Muhammad Zubair 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.

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Muhammad Yaqoob **Vs.** Muhammad Zubair etc.

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

AFFIDAVIT OF:

Muhammad Yaqoob son of Khawaja Abdul Majeed, resident of House No.2, Street No.72, Mohallah 40, Chamberlain Road, Gawalmandi, 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 therein.

Deponent

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Muhammad Yaqoob **Vs.** Muhammad Zubair etc.

INDEX

Sr. No.	Description of documents	Page No
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>	

**IN THE COURT OF LEARNER CIVIL
JUDGE, LAHORE.**

AMENDED PLAINT

1. William Amanat

2. Wilson Amanat son of Amanat Masih, permanently both residents of Quarter No.178-A, LDA Quarters, Walton Road, Lahore Colony, Sevep-up Road, Lahore.

Plaintiffs

V E R S U S

1. Sonia Farzand daughter of Farzand Masih wife of Samson Victor.

2. Samson Victor son of Victor Masih Both residents of Quarter No.178-A, LDA Quarters Walton Road, Lahore.

Defendants

SUIT FOR RECOVERY OF POSSESSION.

Respectfully Sheweth:-

- 1-A.** That this amended plaint is being filed as per Order of this Honourable Court
- 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 father of the plaintiffs purchased the Quarte No.178-A LDA Quarters Walton Road, Lahore from on Bagh Masih vide stamp paper dated 12.06.1996 (hereinafter will be referred as "Suit Property") who died on 29.05.2002 leaving behind the plaintiffs as his legal heirs and also the plaintiffs have been declar3ed as legal heirs by the Civil Court, Lahore on 10.10.2019, so now the

plaintiffs are exclusive owner of suit property. All the utility bills and taxes are being paid by the plaintiffs till the days. Two years ago the plaintiffs shifted to a new rented house for the reasons that the old house/suit property was not enough to reside due to marriage of his other family members. The defendants being the real realities (Phuphi) of plaintiff requested the plaintiffs that they are poor and not in a condition arrange residence in Lahore and you have a spare house/suit property, so please allow them to reside in the suit property for two years with the promise that they will vacate the suit property after two years and the plaintiffs allowed them to reside on 12.12.2018.

- 3- That a week ago the plaintiffs alongwith respectable of the family approached the defendants and requested them to handover the vacant possession of the “suit property” to the plaintiffs as they are in

dire need of the “Suit Property” but they have been lingering on the matter on different pretexts and now they have flatly refused to hand over the vacant possession of the “Suit Property” to the plaintiffs, hence this suit.

- 4- That the cause of action firstly accrued in the year 2018 when the defendants were allowed to use “Suit Property” as resident for a period of two years and lastly a week ago when the defendants was requested to handover the vacant possession of the “Suit Property” to the plaintiffs but he defendants flatly refused to hand over the vacant possession of the “Disputed Property” and the same is still continuing.
- 5- That the cause of action arose at District Lahore, parties are residing at District Lahore, “Suit Property” is situated at District Lahore, therefore,

this Honourable Court at Lahore has the jurisdiction to entertain and decide the suit.

- 6- That the valuation of the suit for the purpose of jurisdiction and court fee is fixed at Rs.45,00,000/- and the requisite court fee will be affixed as soon as possible.

PRAYER:

Under the circumstances, it is humbly prayed that the decree for the recovery of possession may kindly be passed in favour of the plaintiffs and against the defendants regarding "Suit Property" Quarter No.178-A, LDA Quarter Walton Road, Lahore and defendants may also be directed to handover the vacant possession of the "Suit Property" to the plaintiffs.

It is further prayed that till the final disposal of the captioned suit the defendants may graciously be restrained from further alienating the possession, changing the nature and mortgaging the disputed property to any person in any manner whatsoever.

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

Plaintiffs

Through:-

Muhammad Kaleem Akhtar Mughal
Advocate High Court
Aiwan-e-Adal, Lahore.
205- 2nd Floor, Al-Fraid Tower,
Temple Road, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of March, 2024
that the contents of the above amended plaint from Paras
1-A 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

To,

Director Operation,
Col. Naveed Riaz (R),
Ruda Gulberg, Lahore.

Subject: **LETTER OF INTEREST TO RENT OUT THE**
PROPERTY COMMERCIAL PLAZA
RS.50,000-SQ.FT.

1. Khasra No.15, Farooq Colony, Main Walton Road, Tehsil Amar Sidhu, Opposite Baba-e-Pakistan Comprising of all four floors of the building with basement are 12500-Sq.ft. as a sole and exclusive owner of the property vide Document No.885 and 12186, Volume No.I, Book No.1234 and 1260, registered 05.04.2005, 18.04.2005, Sub-Registrar Nishter Town, Lahore for period of 05-years.

Dear Sir,

1. With reference of our meeting with your property consultant namely _____ Mr. _____ on huss properties. Mr. _____ in DHA Lahore in which the undersigned as a owner discussed all the terms and conditions regarding rent tenancy to your good office far a period of _____.
2. It is initiated by Mr. _____ on your behalf that letter of interest of MOU be written to your good office and discuss some important clauses as tentatively, Therefore, the same are sent you for asking and for your kind information and same are mentioned as under please and I offer my building mentioned above in caption on the following details and terms etc.

Details by _____ himself

- i. Total area with basement 6200-Sq.Ft.
- ii. Two lifts from basement to 3rd floor.
- iii. Important tiles and carpets ground floor and all floors.
- iv. Office furniture including tables, side rack, visiting chairs, executive chairs and revolving chairs, visiting Sofa sets with side tables.
- v. Air conditioners, company _____ size _____ repairing and maintenance.
- vi. Electricity appliances all tube lights fancy LED's bulbs, Fanoos, fans, exhaust fans, pedestal fans, as and when extra required quantity.

Security Guards details number if agreed
_____?

Mosque on ground floor with maintenance.

Sanity Fitting and fixtures with cleaning of sanitation.
Sewerage water tanks and repairing and maintenance on call and as and when required.

1. Front faced with bullet proof lamination.

2. Front wall and security gate from the safety of any anti-terrorist activities.
3. Security CCTV Cameras outside all boundaries, all floors, stairs, roof etc.
4. Cleaning and washing of all passages and stairs floors etc.
5. Emergency exit stairs for landing with emergency kits on all floors.
6. Drivers stay room in basement.
7. Car-Parking in basement.
8. The construction of the building is unique, beautiful, stay of the Art, Modern Building etc.
9. The lease agreement will be of 5-Years.
10. Rent rate 350-per sq.ft. with 10% annual enhancement.
11. Handing over the possession of the property from the previous tenant which evicted in 30th June, 2024.

WHICH HAS:

Remaining clauses under discussion, insurance, security, repairing and maintenance, inspection etc.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____/2024

Waseem Akram son of Muhammad Akram, resident of House No.17, Street No.1, Mohallah Nabi Park, Ravi Road, Lahore.

Plaintiff

VERSUS

1. Abu Bakkar son of Jan Alim, resident of House No.82, Street No.6, Mohallah Nabipura, Arrian, Baghbanpura, Cantt., Lahore.

2. Imran Ashraf son of Muhammad Ashraf, resident of Chak No.030, Balloki, Tehsil & District Kasur.

3. Excise & Taxation through its Director, Farid Kot, Lahore (C Division).

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 06.04.2024, RECOVERY OF
POSSESSION, CONSEQUENTIAL RELIEF AND
PERMANENT INJUNCTION.**

Respectfully Sheweth:-

1. That the brief facts for cause of filing this case before this Hon'able Court are that the defendant No.2 is owner of **Toyota Hilux Revo No. KW-4315, chassis No. KUN126R-0963327, Engine No. 1KDU962572, Model 2017, Colour Super White** (Hereinafter referred as **Suit vehicle**) Copy of Allotment Letter is attached for kind perusal of this Honourable Court.
2. That later on defendant No.2 sold the above referred property to defendant No.1 vide agreement to sell and in the light of said agreement the defendant No.2 was fully competent to further alienate the suit vehicle in favour of anyone else. Copy of agreement to sell executed by the defendant No.2 in favour of defendant No.1 is attached.
3. That on 06.04.2024, defendant No.1 entered into an agreement to sell with the plaintiff in total consideration of Rs.65,00,000/- and defendant No.1 received an amount of Rs.47,00,000/- as earnest money in the presence of witnesses. While the balance amount was agreed to be paid by the plaintiff to defendant No.1 at the time of execution/registration of sale deed of the above referred property on or before 22.09.2024 and the possession of the suit vehicle was agreed to be handed over at the time of transfer. The other defendants agreed to sell the property to plaintiff. Copy of agreement is attached.
4. That the plaintiff time and again approached defendant No.1 and requested defendant No.1 to receive remaining amount of Rs.47,00,000/-, handover possession and transfer the suit vehicle in favour of the plaintiff but defendant No.1 on the instigation of other defendants started to make lame excuses and defendant No.1 did not get register the sale deed in favour of the plaintiff.
5. That now the plaintiff got information through reliable sources that the defendants with connivance of each other with malafide intention just to usurp the amount of the plaintiff are going to sell the suit vehicle

to a third party which is against the law and violation of agreement to sell.

6. That the plaintiff alongwith respectable of the locality time and again approached the defendants and requested defendant No.1 specifically to receive the balance amount and handover possession and get transfer the suit vehicle in the name of plaintiff through other defendants as per terms and conditions of the agreement to sell 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 defendant.
7. 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 vehicle by defendants in their favour and the plaintiff has left no stone unturned to end up positively. While on the other hand the defendants by their conduct clearly showed that the defendants are not ready to perform his obligations under the agreement to sell and wants to sell out the suit vehicle to any other person.
8. That if by way of permanent injunction the defendants are not restrained from doing illegal act and transferring, selling, alienating the suit vehicle to anyone, the plaintiff shall suffer irreparable loss and injury.
9. That the cause of action firstly accrued when defendant No.1 entered into agreement to sell regarding the above suit vehicle with the

plaintiff. The cause of action further arose when it came into the knowledge of the plaintiff that the defendants are going to sell the suit vehicle 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.

10. 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.
11. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.65,00,000/- 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 06.04.2024, recovery of possession may kindly be passed in favour of the plaintiff against the defendants directing the defendants to perform their part of obligations under

the sale agreement to sell and to transfer the suit vehicle 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 vehicle through process of the court and possession of suit vehicle may very kindly be handed over to the plaintiff.

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 illegally and unlawfully 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

Advocate High Court

VERIFICATION:

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

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Waseem Akram **Vs.** Abu Bakkar etc.

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT 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 if interim relief is not granted, petitioner will suffer an irreparable loss and injury.
5. That the balance of convenience lies in favour of the Petitioner.

It is, therefore, prayed most respectfully that the respondents may very kindly be restrained from alienating; selling/transferring the property in question illegally and unlawfully in any manner whatsoever.

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

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Waseem Akram **Vs.** Abu Bakkar etc.

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT ETC)

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

AFFIDAVIT OF: **Waseem Akram** son of Muhammad Akram, resident of House No.17, Street No.1, Mohallah Nabi Park, Ravi 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 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

Mian Waqas Arshad Ramay son of Ch. Muhammad Arshad Ramay, resident of L-76, Cantt., View Scheme, , Badian Road, Cantt., Lahore.

Plaintiff
VERSUS

Bushra Parveen (deceased) widow of Ch. Muhammad Arshad Ramay, through her legal heirs:

- i. Sehar Arshad daughter
- ii. Saba Shahid daughter

Residents of L-76, Cantt., View Scheme, , Badian Road, Cantt., Lahore.

Defendants

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL DATED 04.11.2023 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 mother of plaintiff and defendants (Late) Bushra Parveen was the owner of **Property/Land**

measuring 05-Marlas, bearing Khewat No.242,
Khatouni No.247, Salam Khata Qitat-13, land
measuring 48-Kanals, 7-Marlas, transferred
share 5/967, measuring 5-Marlas, vide Mutation
No.20289, dated 31.03.2015, registered
Haqdaran Zameen in year of 2011-12, situated
at Abadi Manawala, Hadbust Mouza Lidhar,
Tehsil Cantt., District Lahore, surrounded as
East: Plot of other, West: Street 10-Ft., North:
Plot of other, South: Property of other, bearing
Sale Deed Document No.2145, Book No.1,
Volume No.13, dated 02.01.2016, registered
with the office of Sub-Registrar Aziz Bhatti
Town, Lahore, Mutation No.21039. (Hereinafter
referred to as the Suit Property). Copies of title
documents are attached.

2. That on 04.11.2023 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._____/- 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 dated 04.11.2023 is presented for the kind perusal of this Honourable Court.

3. That as per the terms of the agreement to sell the defendant was/is bound to transfer the property in favour of the plaintiff.
4. 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.

5. 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.
6. 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.
7. 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.

8. 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.
9. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs. _____/- 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

04.11.2023 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 January, 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:

Mian Waqas Arshad Ramay Vs. Bushra Parveen (deceased)

(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.

IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.

In re:

*Mian Waqas Arshad Ramay Vs. Bushra Parveen (deceased)
(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: *Mian Waqas Arshad Ramay 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 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

Mian Waqas Arshad Ramay son of Ch. Muhammad Arshad Ramay, resident of L-76, Cantt., View Scheme, , Badian Road, Cantt., Lahore.

Plaintiff

VERSUS

Bushra Parveen (deceased) wife of Ch. Muhammad Arshad Ramay, through her legal heirs:

- | | |
|-----------------|----------|
| 1. Sehar Arshad | daughter |
| 2. Saba Shahid | daughter |

Residents of L-76, Cantt., View Scheme, , Badian Road, Cantt., Lahore.

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL
DATED 04.11.2019 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 Bushra Parveen/defendant was the owner of Property/ Property/Land measuring 05-Marlas, bearing Khewat No.242, Khatouni No.247, Salam Khata Qitat measuring 48-Kanals, 7-Marlas, transferred share 5/967, measuring 5-Marlas, vide Mutation No.20289, dated 31.03.2015, registered Haqdaran Zameen in year of 2011-12, situated at Abadi Manawala, Hadbust Mouza Lidhar, Tehsil Cantt., District Lahore, surrounded as East: Plot of other, West: Street 10-Ft., North: Plot of other, South: Property of other, bearing Sale Deed Document No.2145, Book No.1, Volume No.13, dated 02.01.2016, registered with the office of Sub-Registrar Aziz Bhatti Town, Lahore, Mutation No.21039. (Hereinafter referred to as the Suit Property). Copies of title documents are attached.

2. That the said (Late) Bushra Parveen entered into an agreement to sell with the plaintiff regarding the sale of above described suit property for a total consideration of Rs.35,00,000/- and (Late) Bushra Parveen 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 agreement is presented for the kind perusal of this Honourable Court. It is pointed out that the plaintiff as the plaintiff is possession of suit property so there is no question was made of transfer by the plaintiff, when the defendants a week ago forcibly tried to dispossess the plaintiff, then the plaintiff got information of ill-motives of defendants.
3. That unfortunately (Late) Bushra Parveen died on 20.11.2019 and suit property devolved upon the defendants
4. That as per the terms of the agreement to sell the defendants were/are bound to transfer the property in favour of the plaintiff.
5. That despite numerous requests made by the plaintiff to defendants to transfer the subject matter property in favour of the plaintiff but the defendants are lingering on the matter

from one pretext or the other, not only this they also tried to dispossess the plaintiff from the suit property

6. That quite astoundingly, it came into the knowledge of the plaintiff that the defendants want to sell the suit property to some other person/intending purchasers, which act of the defendants is totally illegal, unlawful and without lawful authority.
7. That few days ago the plaintiff once again approached to the defendants and requested them to transfer the suit property in the name of the plaintiff, but the defendants 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 defendants, on each and every occasion when the defendants showed ill-intention to alienate the property and finally few days ago when the defendants 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.35,00,000/- 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 04.11.2019 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 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.

PLAINTIFF

Through

Sajjad Ahmad

Advocate
Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore on 23rd day of January, 2024 that the contents of Paras 1 to 7 are correct to my knowledge and the remaining Paras 8 to 10 thereof are correct to information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mian Waqas Arshad Ramay Vs. Bushra Parveen (deceased)

(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

Sajjad Ahmad
Advocate
Aiwan-e-Adal, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mian Waqas Arshad Ramay Vs. Bushra Parveen (deceased)

(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: ***Mian Waqas Arshad Ramay son of Ch. Muhammad Arshad Ramay, resident of L-76, Cantt., View Scheme, , Badian Road, Cantt., Lahore.***

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 23rd 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 SHAISTA OBAID LEARNED
EXECUTING COURT-II, LAHORE

IN

Execution petition No. 2350590/2022

In re:

Khalida Rehman **Vs.** Sub-Registrar etc.

**APPLICATION FOR THE APPOINTMENT OF LOCAL
COMMISSION FOR DETERMINATION OF POSSESSION OF
THE PLAINTIFF/APPLICANT OVER THE SUIT PROPERTY
ON BEHALF OF WAPDA OFFICER HOUSING SOCIETY.**

Respectfully Sheweth:

1. That the above titled suit is pending adjudication before this Honourable Court and is fixed for 18.03.2024.
2. That on 09.03.2024 bailiff of the court submitted his report and from the contents of the report, it is found in vague terms that possession of 164 Kanals 11 Marla property of Wapda Officer plaintiff/applicant was allegedly taken over by the bailiff.
3. That the report of bailiff is baseless, incorrect and contrary to the factual position/possession at site of the Wapda officer plaintiff/ applicant Society is still existing there.
4. That if the local commission is not appointed the plaintiff/applicant shall suffer irreparable loss and injury.
5. That the applicant/plaintiff is ready to pay the local commission fee.

PRAYER:

*It is, therefore, most respectfully prayed
that the application in hand may kindly be
accepted and local commission may kindly
appointed to visit the suit property
measuring 164 Kanals 11 Marlas and be
directed to submit his report regarding the
possession of the plaintiff over suit property,
to meet the ends of justice.*

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

**IN THE COURT OF SHAISTA OBAID LEARNED
EXECUTING COURT-II, LAHORE**

In re:

Khalida Rehman **Vs.** Sub-Registrar etc.

**APPLICATION FOR THE APPOINTMENT OF LOCAL
COMMISSION.**

AFFIDAVIT OF:

Wapda Officer Society through its
Secretary Block A, Ijetamah Chowk,
Sunder 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 11th 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 SHAISTA OBAID LEARNED
EXECUTING COURT-II, LAHORE**

In re:

Khalida Rehman **Vs.** Sub-Registrar 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 in the lawful possession of the petitioner/ Society i.e. Wapda Officer Cooperative Society.

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

**IN THE COURT OF SHAISTA OBAID LEARNED
EXECUTING COURT-II, LAHORE**

In re:

Khalida Rehman **Vs.** Sub-Registrar etc.

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

AFFIDAVIT OF: Wapda Officer Society through its Secretary Block A, Ijetamah Chowk, Sunder 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 11th 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 MR. ZAFAR MEHDI, ADDITIONAL SESSIONS JUDGE, LAHORE.

In re:-

Wajahat Saeed **vs.** Ahmed Tariq etc.

(RENT APPEAL)

REPLY TO APPLICATION FOR dismissed the exparte order dated 06.12.2023 and allowing to contest

=====.

Respectfully Sheweth:

PRELIMINARY OBJECTIONS:-

1. That application in hand is not maintainable hence the same is liable to be dismissed.

2. That the application has been filed with malafide intention just to blackmail and harass the answering respondent and to waste the time of this Honourable Court, so the same is liable to be dismissed.
3. That the application is false and frivolous, hence the same is liable to be dismissed.
4. That the applicant has no locus standi to file the present application hence the same is liable to be dismissed.
5. That the application is barred by law, hence the same is liable to be dismissed.
6. That the answering respondent is entitled to recover special costs under Section 35-A CPC.
7. That the applicant has not approached this Honourable Court with clean hands, hence the same is liable to be dismissed.

ON MERITS:-

1. In reply of Para No.1
2. That the contents of Para No.2 are false, fanciful and baseless, hence vehemently denied. It is kindly be submitted the applicant himself submitted written statement without any coercion, the applicant is bound to abide by his own statement which he recorded before the Honourable Court, the application has been filed just to mislead and misguide the Honourable Court. The application is false, frivolous, afterthought hence same is liable to be dismissed.
3. That the contents of Para No.3 are false, fanciful and baseless, hence vehemently denied. The applicant is fully aware about all of the proceedings, the applicant is bound to abide by her own

statement, the application has been filed just mislead and misguide the Honourable Court.

4. Denied being incorrect. The applicant herself submitted power of attorney and appointed counsel and now has filed present application just to get illegal, unlawful benefits.

5. Denied being incorrect. There is no apprehension of any loss to the applicant, it is submitted that the application has just been just to mislead and misguide the Honourable Court.

6. Needs no reply.

PRAYER:-

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

Answering Respondent

Through Advocate High Court
**IN THE COURT OF SENIOR CIVIL JUDGE WITH
POWERS OF SPECIAL JUDGE (RENT), LAHORE.**
(MODEL TOWN COURTS)

Ejectment Petition No. _____ /2024

Waheeda Tariq daughter of Chaudhary Muhammad Rafiq, resident of House No.001302, Block-X, Mohallah-7, DHA, Cantt. Lahore.

Petitioner
VERSUS

Muhammad Arshad son of Muhammad Saddique, resident of House No.88-A, pervaiz Manzil, Street No.44, Zaildar Road, Ichrra., Lahore.

Respondent

**EJECTMENT PETITION UNDER SECTION 15&19 OF
PUNJAB RENTED PREMISES ACT, 2009.**

Respectfully Sheweth:-

1. That the addresses of the parties are correctly been given for the purpose of summons and notice etc.
2. That the real father of the petitioner namely Chaudhary Muhammad Rafiq was the actual owner in possession of **Shop No.10, Elahi Market,
Property No.47-S-18, Arya Samaj Bazar, Ichhra,
Lahore.** The said property was gifted to the petitioner and her brothers according to their shares. The petitioner was gifted Shop No.10, as shown in the site plan and became the owner of the

- said property to the extent of her share. The gift deed also validated by the operation of law.
3. That the father of the petitioner rented out the Shop No.10 situated at Elahi Market, Property No.47-S-18, Arya Samaj Bazar, Ichhra, Lahore in question, as shown in yellow in site plan, appended with the petition, to the respondent. Thereafter the father of the petitioner namely Chaudhary Muhammad Rafique died on 23.11.2006 and in his lifetime the annual tenancy agreement was executed between the late father of petitioner and respondent in month of August 1989. From time to time the said tenancy orally was extended with new terms and conditions annually. (Copy of annual tenancy agreement is attached herewith for the kind perusal of this Honourable Court).
 4. That the respondent has been tenant by succession regarding Shop No.10, Elahi Market, Property No.47-S-18, Arya Samaj Bazar, Ichhra, Lahore since 1989 on monthly rent @ Rs.6000/- per month for the period of 1-year which has been continued till that death of Late Ch. Muhammad Rafique father of the petitioner. The petitioner became the owner of the shop No.10 in question. Thereafter, the respondent became the tenant under the petitioner regarding the Shop No.10 in question on monthly @ Rs.6000/- with 15% annual increase for a period of 1-year from 2007-2008, annually with new terms and conditions after revocation of previous agreement which was made between the respondent and late father of the petitioner. The tenancy between the petitioner and respondent has been continuing from January 2007-December 2023 as settled between the parties an annual basis tenancy.

5. That on 01.01.2024, the parties extended the tenancy agreement @ Rs.19,837/- per month with 15% annual increase the rent with new terms and conditions with the mutual consent of the parties in the presence of witnesses namely (1) Farooq Ahmed & (2) _____. According to the new terms and conditions of the tenancy agreement, the respondent shall bound to pay the monthly rent at the said rate which will be paid on tendered on each and every month of the 1st week to the petitioner. Respondent is further required under the Punjab rent Premises Act 2009 to execute a valid rent note with petitioner from dated January 2024 to December 2024, @ Rs.19,837/- per month with 15% annual increase as settled between respondent and petitioner. From the month of January 2024 to March 2024 respondent was liable to pay the

monthly rent @ Rs.19,837/- per month with 15% increase but respondent has sent only Rs.12000/- instead of Rs.59,511/- hence respondent, has committed default in the payment of monthly rent Rs.47,511/- from January 2024 to March 2024 violating terms and condition of tenancy and also failed to registered a rent note as settled between respondent and petitioner regarding shop No.10 in question.

6. That petitioner has repeatedly called upon respondent to pay the defaulted rent and to vacated the premises and to registered to rent note as agreed respondent and petitioner for the year 2024. The petitioner also sent a legal notice to the respondent regarding the shop No.10 property in question on dated 17.02.2024. (Copy of attached legal notice with TCS receipt). But respondent did not bother respondent to answer the legal notice of

the petitioner. Therefore the respondent has become defaulter in the payment of monthly rent and did not bother to execute valid rent note, and also tender due rent to the petitioner in accordance to law.

7. The respondent paid only rent @ Rs.6000/- per month for the month of January and February, 2024, through online payment to the account of the petitioner. The respondent sent Rs.12,000/- as rent from months January and February 2024. In February 2024, after the due date instead of Rs.49,511/- with 15% annual increase according to the tenancy agreement between petitioner and respondent with new terms and conditions. Therefore the respondent has failed to pay the rent W.E.F January 2024 to March 2024 @ Rs.19,837/- per month total amount of three month Rs.59,511/- with 15% annual increase therefore the respondent has became the defaulter in the payment of monthly rent and also did not bother to tender due rent to the petitioner in accordance with law.
8. That it is well settled principle of law that default of single day is sufficient to held a tenant as defaulter of payment of rent and liable to be evicted from the demised premises, in this regard, reliance is placed upon "2012 SCMR 91, 2015 YLR 1092". It is established that respondent has committed default in payment of rent since January 2024 to March 2024 @ Rs.19,837/- per month total rent of three month 59,511/- with 15% annual increase.

9. That the property in question is requited by the petitioner for bonafidely in good faith for her personal need, therefore, the petitioner so many times requested the respondent to vacate the rented premises and to pay the arrears of rent but the respondent always postponed the matter by one pretext or the other.
10. That the petitioner approached respondent and requested him again for the vacation of rented premises and payment of arrears of rent but the respondent instead of redressal of genuine grievance of petitioner, not only flatly refused but also extended threats of dire consequences.
11. That it has been mentioned above that the respondent is liable to be evicted from the rented premises/shop and is liable to pay the arrears of rent from January 2024 to March 2024 @ Rs.19,837/-per month with 15% annual increase inter-alia on the following amongst other:

GROUNDS

- a. That the respondent/tenant has not paid the rent from month of January 2024 to March 2024 @ Rs.19,837/- per month 15% annual increase, therefore, the respondent has become willful defaulter and is liable to be evicted from the rented premises forthwith.
- b. That the respondent failed to execute valid rent note under the Punjab Rent Premises Act 2009. The petitioner also sent a legal notice to the respondent regarding the shop No.10 property in Question on dated 17.02.2024 but respondent did not bother to answer the legal notice of the petitioner.
- c. That it is also necessary to bring on record that due to non-payment and willful default by the respondent for payment of rent as well

as arrears of rent, it reflects that the respondent has become willful defaulter, hence is liable to be evicted and is liable to pay the arrears of rent in accordance with law. It is well settled principle of law that defaulter of single day is sufficient to hold a tenant as defaulter of payment of rent and liable to be evicted from the demised premises, in this regard, reliance is placed upon "2012 SCMR 91, 2015 YLR 1092". Hence the respondent is very much liable to be evicted from the rented premises.

- d. That as the petitioner requested to pay the defaulted rent to her, but the respondent failed to do so, therefore, the respondent is liable to be evicted from the rented premises and is liable to be directed to pay the arrears of rent to the petitioner.
- e. That the petitioner repeatedly called upon the respondent to pay the defaulted rent and to vacate the premises and to handover the vacant physical possession of the rented premises and pay the arrears of rent, however, the respondent illegally is denying and omitting to pay the demanding rent and hand back the vacant possession of rented to the respondent to vacate the rented premises, handover the vacant possession and to pay an amount of Rs.47,511/- to the petitioner as arrears of rent. Hence the respondent is bound to handover the vacant possession of the said shop No.10 property in Question to the petitioner.
- f. That the petitioner is required the rented premises for her personal use and occupation bonafidely with good faith.
- g. That the respondent is damaging/destroying the rented premises in a very bad manner, which is

causing a huge financial loss as well as loss of reputation to the petitioner.

12. That the petitioner approached the respondent and requested to vacate the rented premises as well as requested him to pay the arrears of rent but the respondent firstly started to make lame excuses and ultimately flatly refused to accede to the genuine request of the petitioner.
13. That the cause of action arose in favour of petitioner and against the respondent when the respondent did not execute the rent note the rent agreement was executed between the petitioner and respondent and secondly when the respondent stopped the monthly rent and thirdly when the respondent refused to handover the vacant possession of the said property and clear arrears in shape of monthly rent and lastly when the respondent did not answer the legal notice of the petitioner the same cause of action is still continuous.
14. That the property is situated at Lahore, and the parties also reside at Lahore, hence this Honourable Court has got jurisdiction to adjudicate upon the matter.
15. That Rs.15/- has been affixed for the purpose of jurisdiction and court fee.

***It is, therefore, most respectfully
prayed that the ejectment petition may
very kindly be accepted and the
respondent may kindly be directed to
handover the vacant possession of the
shop No.10 property in question and pay
rent arrears from the month of January
2024 to March 2024 @ Rs.19,837/- with 15%
annual increase which now total amount of
three month Rs.47,511/- to the petitioner.***

It is further prayed that the respondent may kindly be ordered to submit monthly rent in the court till the final decision of the ejectment petition and vacation of rented shop/premises.

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

Petitioner

Through

**Najma Parveen
Advocate High Court**

**Aftab Raza Qureshi
Advocate High Court**

VERIFICATION:

Verified on Oath at Lahore, this day of February, 2024 that the contents of the above petition 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 correct to the best of my information and belief.

Petitioner

**IN THE COURT OF SENIOR CIVIL JUDGE WITH POWERS OF
SPECIAL JUDGE (RENT), LAHORE.
(MODEL TOWN COURTS)**

In re:-

**Waheeda Tariq
Vs.
Muhammad Arshad**

EJECTMENT PETITION UNDER SECTION 15&19 OF
PUNJAB RENTED PREMISES ACT, 2009.

AFFIDAVIT OF:

Waheeda Tariq daughter of Chaudhary Muhammad Rafiq, resident of House No.001302, Block-X, Mohallah-7, DHA, Cantt. Lahore.

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

1. That the real father and mother of the petitioner namely Chaudhary Muhammad Rafiq and Sajida Khanum were the actual owners in possession of **Shop No.11, Elahi Market, Property No.47-S-18, Arya Samaj Bazar, Ichhra, Lahore.** The said property was gifted to the petitioner and her brothers according to the each shares according to their shares. The petitioner was gifted Shop No.10, shown in the site plan and became the owner of the said property to the extent of her share. The gift deed also validated by the operation of law.
2. That the father of the petitioner rented out the Shop No.11 situated at Elahi Market, Property No.47-S-18, Ayra Samaj Bazar, Ichhra, Lahore in question, as shown in yellow in site plan, appended with the petition, to the respondent. thereafter the father of the petitioner namely Chaudhary Muhammad Rafique died on 23.11.2006 and in his lifetime the annual tenancy agreement was executed between the late father of petitioner and respondent on December 1996 from time to time the said tenancy orally extended with new terms and conditions annually.
3. That the said rented premises was gifted to the petitioner by her father namely Chaudhary

Muhammad Rafiq and mother namely Sajida Khanum, the father of the petitioner died on 23.11.2006 and the mother of the petitioner died on 11.05.2012, where after the said property was devolved upon the petitioner. Renewal of oral tenancy agreement was executed between the present petitioner and respondent in the presence of witnesses namely (1) Mahboob Ahmed & (2) Farooq Ahmed on 01.06.2012 with the mutual consent of the parties, the terms and conditions were decided i.e. rate of the rent was fixed @ Rs.6,000/- per month with 15% annual increase, which started from 01.06.2012 and the rent shall be increased every year @ 15%, which shall be extended with mutual consent of parties and respondent shall bound to pay the monthly rent on or before 10th of each month in accordance with law and if the respondent commit default in the payment of monthly rent, he is bound to handover the vacant physical possession of the demised property to the petitioner alongwith arrears of rent.

4. That in the month of January, 2022, the tenancy agreement was again extended orally and be keeping the value of demised property and current market value the new rate of rent was fixed @ Rs.15,000/- per month with 15% annual increase from 01.01.2022. The respondent has paid the rent to the petitioner till December, 2022.
5. That in the month of January, 2023 the parties extended the oral tenancy agreement @ Rs.17,250/- per month with 15% annual increment of the rent with new terms and conditions. The respondent paid rent @ Rs.17,250/- for the month of January, 2023 against receipt of acknowledgment but thereafter the respondent failed to pay the rent w.e.f. February 2023 to December 2023 @ Rs.17,250/- per month and from January 2024 to February 2024 per month

Rs.19,837/- total amount of two months is Rs.39,674/- with 15% annual increase, therefore, the respondent has become defaulter in the payment of monthly rent and also did not bother to tender due rent to the petitioner in accordance with law.

6. That from the month of February, 2023, the respondent was liable to pay the monthly rent with 15% annual increment @ Rs.17,250/- per month but strangely enough neither the respondent paid the monthly rent from February 2023 to December 2023 @ Rs.17,250/- and from January 2024 to February 2024 @ Rs.19,837/- with 15% annual increase, therefore, the respondent became defaulter in the payment of monthly rent.
7. That it is well settled principle of law that default of single day is sufficient to hold a tenant as defaulter of payment of rent and liable to be evicted from the demised premises, in this regard, reliance is placed upon "2012 SCMR 91, 2015 YLR 1092". It is established that respondent has committed default in payment of rent since February 2023 to December 2023 @ Rs.17,250/- and from January 2024 to February 2024 @ Rs.19,837/- total rent of two months Rs.39,674/- with 15% annual increase per month.
8. That the property in question is required by the petitioner for bona fide in good faith for her personal need, therefore, the petitioner so many times requested the respondent to vacate the rented premises and to pay the arrears of rent but the respondent always postponed the matter by one pretext or the other.
9. That the petitioner approached respondent and requested him again for the vacation of rented premises and payment of arrears of rent but the respondent instead of redressal of genuine grievance of petitioner, not only flatly refused but also extended threats of dire consequences.
10. Petition is based upon true facts hence may very kindly be accepted.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of February, 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 SENIOR CIVIL JUDGE WITH POWERS OF
SPECIAL JUDGE (RENT), LAHORE.
(MODEL TOWN COURTS)**

In re:-

**Waheeda Tariq
Vs.
Muhammad Arshad**

**EJECTMENT PETITION UNDER SECTION 15&19 OF
PUNJAB RENTED PREMISES ACT, 2009.**

AFFIDAVIT OF:

Mahboob Ahmed son of Chaudhary Muhammad Rafiq, resident of House No.001302, Block-X, Mohallah-7, DHA, Cantt. Lahore.

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

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of February, 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 SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Waheed Akhter Advocate son of Suleman Khan, resident of House No.352-C, Pak Arab Housing Scheme, Ferozepur Road, Lahore.

**Plaintiff
VERSUS**

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Kot Lakhpat, Lahore.
3. **Revenue Officer LESCO**, Division Kot Lakhpat, Lahore.
4. **SDO LESCO**, Sub-Division, Hamza Town, Lahore.
5. **Ramzan Saddique Bhatti lineman** Sub-Division, Hamza Town, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No.15115311684402U, Meter No.S-1874203** is under the use and occupation of the plaintiff, the plaintiff is using the said connection since its installation as the plaintiff is the real owner of the said shop and he has been paying all the bills regularly and nothing was outstanding against the plaintiff up to the billing month of 04.2023. *The electricity connection is installed in the name of plaintiff, the plaintiff has setup an office for the profession of advocate over the said shop.*
2. That the plaintiff used the said connection upto April 2023 and closed the office in May, 2023.
3. That in the month of March & April 2023 the plaintiff deposited the bill of Rs.11,866/- on 12.05.2023 and whole amount was cleared.

4. That the plaintiff closed the said office and shifted to another place Main Road Ferozepur Road Lahore.
5. That defendant No.5 took the benefit of the closing office from 05.2023 to 08.2023 and he illegally and unlawfully connected of the electricity connection of the plaintiff with the wire of occupants of another adjacent Plaza and he continued this illegal practice from May 2023 to August 2023 in the peak month and got generated bill of Rs.76,189/- then the defendant No.5 took away the meter of the plaintiff after the disconnecting the electricity wire from the connection.
6. That the whole fraudulent matter of the defendant No.5 came into the knowledge of the plaintiff when he rented out the shop on the first week of the October 2023. The plaintiff token aback/surprised for found missing the electricity meter from the said

shop during opening the shop on first week of October 2023. Then the plaintiff visited the office at Sabzi Mandi situated at Kacha Road Lahore then officer of the LESCO pointed out to the plaintiff that your electricity connection had been disconnected due to accumulated amount of Rs.76,189/- . The officer said to the plaintiff you should pay an amount of Rs.19,434/- against the zero meter reading for the month October 2023 having the due date on 15.11.2023. he further told that disputed amount Rs.64,052/- will be rectified in the next month and the bill of Rs.19,434/-will be refunded to plaintiff later on therefor the plaintiff deposited the bill of Rs.19,434/- on 07.11.2023 as per advised by the LESCO officer under protest and got restored his connection on about 11.11.2023 after paying the restoration fee but the defendant

again send the bill month of November 2023 with the arrears of Rs.64,052/- without justification.

7. That it is pointed to here that the defendant No.5/ Ramzan Siddique Bhatti (lineman of the area is involved directly and physically in this fraudulent matter) as he neither disconnected the connection due the non-payment of the bill for the month of May 2023 on 15.06.2023 after passing the due date of 10.06.2023 nor he sent the bill to the plaintiff of the close pried on 05.2023 to 08.2023 illegally unlawfully therefor a strict disciplinaryaction may be taken against him and amount Rs.76,189/- may be recover from this salary.
8. That it is important to mention here that it is well settle law by the LESCO that electricity connection must be disconnected after the non-payment of one month of exceeding the amount of one thousand but defendant No.5 did not disconnect the

electricity connection of the plaintiff with malafide intention ulterior motive.

9. That the plaintiff contacted to the defendants and requested them to correct the bill of the plaintiff and send original bill of line rent from the close the 05.2023 to 08.2023 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 they will disconnect the electricity connection of the plaintiff at any cost.
10. 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.

11. 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.
12. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of October 2023 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.
13. 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.

14. 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.

PRAAYER:-

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 May 2023 to, August 2023 against the close period of Rs.76,189/ as illegal, unlawful, void, ab-initio and without considering actual complaint/ Grievance of the plaintiff .

It is further prayed that the defendants may kindly be directed to return the received

amount Rs. 19,434/- against the zero meter reading of the month of October 2023 of the last dated 15.11.2023 which was paid by the plaintiff 07.11.2023 of close meter.

It is further request to take strict disciplinary action against the defendant No.5/ Ramzan Siddique Bhatti as per Government rules and recover the disputed amount Rs.76,189/- from the defendant No.5.

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
In person*

Through

Waseem Liaquat

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 21st 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:

Waheed Akhter Advocate 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

Waseem Liaquat
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Waheed Akhter Advocate 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:

Waheed Akhter Advocate son of
Suleman Khan, resident of House
No.352-C, Pak Arab Housing Scheme,
Ferozepur 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 21st 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

Whereas **Uzma Fatima Muhammad Rasheed** daughter of Muhammad Rasheed, resident of House No.1193/9, Mohallah Masood Abad, Chakwal (Pakistan), presently resident of 1-Grundy Lane. Bury Lancashire B1 9932, United Kingdom, the executant is owner of House three story having two rooms, baithak, two bathrooms, kitchen, car porch, stairs, hall, boundary wall, gate, upper story consists upon two rooms, kitchen, two bathroom baithak, hall, terrace, stairs, third story consist upon two rooms, bath, hall, surrounded as, North: House of Muhammad Gulistan, south: House of Zafar Iqbal East: House of not known, West: 20-Ft, Street situated at Mohallah Faisal colony, Chakwal, as per revenue record Khasra No. 1806, Khewat & Khatouni NO. 894/1806, Registered Haqqdaran Zamain Year 2003-04, situated at Street No. 6, Faisal colony, Talla Gang Road, Chakwal in the revenue record with correct name of executant Azmat Rasheed is written, the property is free from all encumbrances, the executant is residing at out of country (England) therefore, the executant is unable to look after the matters concerning to property, therefore, the executant has executed present general power of attorney in favour of _____, the attorney is fully competent to look after the property, deal all the matters concerning to property, rent out the property, execute rent agreement, cancel the rent agreement, issue eviction notice, get possession of property, execute new rent agreement, to sell, transfer, mortgage, gift, exchange, tamleek, waqf, partition, transfer, execute agreement to sell of the property of any of the part of the property, receive the sale consideration, get issued stamp papers for execution of sale deed, to appear before competent authority/court for transfer of property, to carry out all proceedings with regard to transfer, in case of oral mutation appear before revenue authority, handover possession, sworn affidavit of transfer of the electricity meter, in case of any dispute of property, file and pursue the case in civil court, if any case would be filed then pursue the case, file written statement, to appoint advocate, sign power of attorney, to file application, present witnesses, presence documents, execute compromise, appoint arbitrator, get possession, receive deceetal amount, from lower court to superior courts, he has all rights and authorities. So the general power of attorney is executed for record and certificate.

Executant

Uzma Fatima Muhammad Rasheed daughter of Muhammad Rasheed, resident of House No.1193/9, Mohallah Masood Abad, Chakwal (Pakistan), presently resident of 1-Grundy Lane, Bury Lancashire B1 9932. United Kingdom

Witnesses

**IN THE COURT OF MS. NAGMANA ANSAR, LEARNED
CIVIL JUDGE, LAHORE.**

In re:-

Usman Saleem
Versus
Zaheda Perveen

(APPLICATION ON BEHALF OF USMAN SALEEM 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

IN THE COURT OF MS.
NAGMANA ANSAR, LEARNED
CIVIL JUDGE, LAHORE.

In re:-

Usman Saleem
Versus
Zaheda Perveen

(APPLICATION ON BEHALF OF USMAN SALEEM 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 _____ 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:-

Usman Saleem
Versus
Zaheda Perveen

(APPLICATION ON BEHALF OF USMAN SALEEM 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

Advocate High Court

IN THE COURT OF MS. NAGMANA ANSAR, LEARNED CIVIL JUDGE, LAHORE.

In re:-

Usman Saleem
Versus

Zaheda Perveen

(APPLICATION ON BEHALF OF USMAN SALEEM 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 _____ 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

Muhammad Usama Shahid son of Muhammad Shahid Khan, resident of House No.12, Abubaker Street, Qazafi Colony, Badami Bagh, Lahore.

Plaintiff
VERSUS

1. Azra Nahid wife

2. Shahzad Khadim son

3. Sulman Khadim son

4. Ahmed Khadim son

wife and sons of Khadim Hussain, resident of House No.8, Street No.8, Bilal Street, Mohallah Fazal Colony, Near Gulshan-e-Ravi, Bund Road, Lahore.

5. Shahid Butt son of

6. Rana Tahir son of Rana Muhammad afrahim Tariq, resident of House No.94, Street No.19, Mohallah Al-Fazal Park, Sanda Road, Lahore.

7. Tehsildar Hadbust Mouza Sanda Khurd

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 28.11.2014 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/** (Hereinafter called the **Suit Property**) entered into an agreement to sell dated 28.11.2014 with the plaintiff regarding the sale of above suit property against the consideration of Rs.2,25,000/- and the defendantss received Rs._____/- as earnest money in the presence of witnesses. While the balance amount was agreed to be paid by the plaintiff to the defendantss 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 sell. Copy of agreement is attached.

2. That the plaintiff time and again approached the defendantss and requested the defendantss to receive remaining amount of Rs._____/- and transfer the suit property in favour of the plaintiff but the defendantss started to make lame excuses and the defendantss did not get register the sale deed in favour of the plaintiff.
3. That now the plaintiff got information through reliable sources that the defendantss 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 defendantss and requested the defendantss 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 defendantss 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 defendantss.

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 defendantss subject to the transfer of the suit property by defendantss in his favour and the plaintiff has left no stone unturned to end up positively. While on the other hand the defendantss by his conduct clearly showed that the defendantss 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 defendantss 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 defendantss is going to sell the suit property to any other person illegally and unlawfully and lastly when the defendantss 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 sell dated 28.11.2014 may kindly be passed in favour of the plaintiff against the defendantss directing the defendantss 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 defendantss that the defendantss 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 defendantss.

Plaintiff

Through

*Muhammad
Advocate High Court*

VERIFICATION:

Verified on Oath at Lahore on day of December, 2024 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 Usama Shahid Vs. Azra Nahid etc.

(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 Usama Shahid

Vs. *Azra Nahid etc.*

(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 Usama Shahid*

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, 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
JUDGE, LAHORE.

LEARNED CIVIL

In re:-

Vs.

(SUIT FOR _____)

**APPLICATION UNDER SECTION 12 (2) CPC READ WITH
SECTION 151 CPC ON BEHALF OF APPLICANT FOR
SETTING ASIDE JUDGMENT AND DECREE DATED
14.02.2018 IN THE ABOVE TITLED CASE, WHICH WAS
OBTAINED THROUGH FRAUD, CONCEALMENT OF
ACTUAL FACTS AND MISREPRESENTATION.**

Respectfully Sheweth:-

1. That the brief facts of the instant application are that the plaintiff filed above suit and obtained the judgment and decree dated 14.02.2018 through fraud, concealment of facts while concealing the real, true and actual facts from this Honourable Court.
2. That the plaintiff has fraudulently and by misrepresentation obtained a judgment and decree which has no value in the eyes of law and is liable to be set aside inter-alia on the following:

GROUNDs

- a. That the plaintiff obtained the impugned judgment and decree through fraud, misrepresentation, cheating and by concealing the actual facts from this Hon'able Court hence is liable to be set-aside.

- b. That the facts narrated in the suit by the respondents are false, frivolous and misconceived.
 - c. That this Honourable Court can cancel review or recalled this judgment and decree under inherited powers.
 - d. That the judgment and decree has been passed with grave miscarriage of justice and its setting aside is call of justice and good conscious.
 - e. That the *applicant*/defendant has not been properly served according to law.
 - f. That as elucidated above, the applicant neither received any notice nor was aware about the pendency of the suit and they came to know about the said judgment and decree just a week ago.
 - g. That the applicant/defendant neither received any notice nor summon etc. issued from this Hon'ble Court and even never got knowledge regarding the pendency of above titled suit.
 - h. That it is settled law and the direction of the apex court that the cases should be decided on merits instead of technicalities and nobody will condemned unheard.
 - i. That it is a fundamental right of the applicant/defendant to defend the present case in accordance with the law. That the material facts which have not been brought into the knowledge of this Hon'able Court, there were necessary for assistance of this Honourable Court for deciding the matter on merits.
 - j. That if the impugned judgment and decree is not set-aside the applicant/defendant shall suffer irreparable loss and injury.
3. That if this Honourable Court is not recalled, very or set aside the judgment and decree, the petitioner shall

suffer irreparable loss and injury of his valuable property.

PRAYER:

Under the above said circumstance it is therefore, most respectfully prayed that the judgment and decree dated 14.02.2018 passed in the above titled case may kindly be set-aside.

It is further prayed that operation of judgment and decree dated 14.02.2018 may very kindly be suspended and execution proceedings may kindly be stayed.

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

Applicant

Through

Counsel
Advocate High Court

APPLICATION 12 (2) CPC.

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 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.

Deponen

(APPLICATION 12 (2) CPC)

**APPLICATION UNDER SECTION 151 CPC FOR SUSPENSION
OF OPERATION OF JUDGMENT AND DECREE DATED
14.02.2018 AND FOR STAYING EXECUTION PROCEEDINGS.**

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.

PRAYER:

It is, therefore, most respectfully prayed that the operation of judgment and decree dated 14.02.2018 may very kindly be suspended and execution proceedings may very kindly be stayed in the interest of justice till the final disposal of instant application.

Ad-interim injunctive order may also be passed.

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

Applicant

Through

Counsel
Advocate High Court
Awan-e-Adal, Lahore.

(APPLICATION 12 (2) CPC)

**APPLICATION UNDER SECTION 151 CPC FOR SUSPENSION
OF OPERATION OF JUDGMENT AND DECREE DATED
14.02.2018 AND FOR STAYING EXECUTION PROCEEDINGS.**

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 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

(APPLICATION 12 (2) CPC)

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

Respectfully Sheweth;-

1. That the applicant has filed the titled application in this Honourable Court, which is yet to be fixed for hearing.
2. That the contents of the application 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 application 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 application 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
Counsel

Advocate High Court
Awan-e-Adal, Lahore.

(APPLICATION 12 (2) CPC)

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

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
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

To,
The Worthy District & Sessions Judge,
Lahore.

Sub: **APPLICATION FOR ENTRUSTING OF ACCOMPANY**
APPLICATION UNDER SECTION 12 (2) CPC TO ANY COURT OF
COMPETENT JURISDICTION.

Venerably supplicated as under:

That the applicant has to file an application under Section 12 (2) of CPC passed by Mr./Ms. _____, learned Civil Judge, Lahore for challenging judgment and decree dated 14.02.2018.

That the court of Mr./Ms. _____, learned Civil Judge, Lahore has been abolished.

It is, therefore, respectfully prayed that application may very kindly be accepted and Application under Section 12 (2) of CPC may very kindly be entrusted to any other court of law.

Applicant

Through

IN THE COURT OF
, LEARNED CIVIL JUDGE
LAHORE.

In re:

_____**Vs.** _____
(SUIT FOR _____)

APPLICATION UNDER ORDER I, RULE 10 CPC READ
WITH 151 CPC FOR IMPLAIDING
AS DEFENDANT IN THE ABOVE TITLED SUIT BEING
NECESSARY AND PROPER PARTY.

Respectfully Sheweth;:-

1. That the above titled suit is pending before this Hon'able Court and is fixed for today.
2. frThat following necessary and essential parties were not impleaded as party in the proceedings of case:

-
3. That the above parties are relevant and necessary.
 4. That without impleading them as party the case cannot be decided on merits.

5. 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 said parties may very kindly be impleaded as defendant 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

Advocate High Court

APPLICATION UNDER ORDER 1, RULE 10 CPC.

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 April, 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

Mian Umman Asad son of Asad Maqsood, resident of House No.5-A, Street No.26, Akbar Street, Muhallah Shadab Colony, Temple Road, Lahore.

Plaintiff

V E R S U S

- 1. Hijab Ahmad** wife of Muhammad Ahmad Najam daughter of Asad Maqsood
- 2. Naheed Asad** widow of Asad Maqsood
Residents of House No.5-A, Street No.26, Akbar Street, Muhallah Shadab Colony, Temple Road, Lahore.

Defendants

SUIT FOR declaration.

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 father of the plaintiff and defendant No.1 and husband of the defendant No.2 namely Asad Maqsood son of Mian Maqsood Ahmed died on 13.08.2021.
- 3- That the parents of said Asad Maqsood died before his death and he did not enter in second marriage.
- 4- That the said Asad Maqsood was only of property No.S-VII-24-S/5/RH, measuring 6-Marlas, situated at House No.5-A, Street No.26, Akbar Street, Muhallah Shadab Colony, Temple Road, Lahore.
- 5- 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.

- 6- 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.
- 7- 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.
- 8- 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.

- 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 is 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 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 Supreme Court

VERIFICATION:

Verified on Oath at Lahore, this 30th day of November, 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

Civil Suit No. /2022

Syed Umer Ijaz Ahmed S/o Syed Ijaz Ahmed R/O Darbar Hazrat Mian Mir
Link Drga House No. 11-B St. 53, Lahore Cantt.

Plaintiff

Versus

1. Uzma Badar D/o Syed Ijaz Ahmed R/O Darbar Hazrat Mian Mir
Link Drga House No. 11-B St. 53, Lahore Cantt.
2. Asma Taimoor W/o Taimoor Tariq, R/o House No. 507, Street No.
20, Sector-B, Phase-V, DHA, Lahore.
3. Syed Amir Ijaz Bukhari S/o Syed Ijaz Ahmed R/O Darbar Hazrat
Mian Mir Link Drga House No. 11-B St. 53, Lahore Cantt.
4. Excise and Taxation Department through its Director General, 2-A,
Farid Kot Road, Lahore.
5. Public at large.

Defendants

SUIT FOR DECLARATION

Respectfully Sheweth: -

1. That Syed Ijaz Ahmed S/o Syed Fasih Ahmed, father of plaintiff and defendant Nos. 1 to 3 was owner of land measuring 9 Marla situated at House No.11-B, Street No.53, Mohallah Darbar Hazrat Mian Mir Link Dargah Road, Lahore. Copy of PT10 is attached as Annexure

"A".

2. That Syed Ijaz Ahmed S/o Syed Fasih Ahmed died on 28.03.2021 and Mst. Kousar Ijaz widow of Syed Ijaz Ahmed has also died on 22.01.2022. Copies of death certificates are attached as Annexure "B" & "B/1".

3. That late Syed Ijaz Ahmed left behind the following legal heirs:

- i) Uzma Badar (Daughter)
- ii) Asma Taimoor (Daughter)
- (iii) Syed Amir Ijaz (Son)
- (iv) Syed Umer Ijaz (Son)

4. That there are no other legal heirs of late Syed Ijaz Ahmed except the plaintiff and defendant Nos. 1 to 3. Syed Ijaz Ahmed had no other wife except Mst. Kausar Ijaz. Copy of FRC is attached as Annexure "C".

5. That the plaintiff and defendant Nos. 1 to 3 approached the relevant authority for entering their names in record as owners of the suit property being legal heirs of late Syed Ijaz Ahmed. They have advised the plaintiff to procure 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 defendants No. 1 to 3 died on 28.03.2021 and Mst. Kousar Ijaz widow of Syed Ijaz Ahmed has also died on 22.01.2022 respectively; secondly when the plaintiff and defendants No. 1 to 3 approached the relevant authority for entering their names in 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 of court which is exempted from levy of court fee. 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 defendants No. 1 to 3 as the legal heirs of late Syed Ijaz Ahmed S/o Syed Fasih Ahmed as well as Mst. Kousar Ijaz widow of Syed Ijaz Ahmed and consequently plaintiff and defendants No. 1 to 3 may also be declared 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 28th day of June, 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._____/2024

Umer Farooq son of Sheikh Muhammad Younas, resident of House No.8, Street No.32, Near Govt. Muslim High School, Baghbanpura, Cantt., Lahore.

Plaintiff
VERSUS

Roubena Younas Daughter of Sheikh Muhammad Latif wife of Sheikh Muhammad Younas, resident of House No.8, Street No.32, Purani Abadi, Roadan Wala Khou, behind Near Govt. Muslim High School, Baghbanpura, Cantt., Lahore.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 04.07.2023 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 defendant being owner of a **Property/House land measuring**

2-Marla, property No.SEXIX-32-S-8/RH, situated at

Purani Abadi, Roadan Wala Khou, Behind Govt.

Muslim High School, Hadbust Mouza

Baghbanpura, inside area Shalimar Town,

Lahore. (Hereinafter called the **Suit Property**)

entered into an agreement to sell dated 04.07.2023

with the plaintiff regarding the sale of above suit

property against the consideration of Rs.12,50,000/-

and the defendant received Rs.10,87,000/- 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 also handed over to the plaintiff at the time 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.1,63,000/- 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.12,50,000/-/- and appropriate court fee shall be fixed as per order of this Hon'ble Court.

PRAAYER:-

In view of the above submissions, it is respectfully prayed that a decree for Specific

performance of agreement to sell dated 04.07.2023 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

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on day of April, 2024 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:

Umer Farooq Vs. Roubena Younas

(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:

Umer Farooq Vs. Roubena Younas

(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:

Umer Farooq son of Sheikh Muhammad Younas, resident of House No.8, Street No.32, Near Govt. Muslim High School, Baghbanpura, 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 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. Muhammad Umair Azhar son

2. Awais Azhar son

Of Muhammad Azhar, residents of House No.305-E,
Phase-II, Lahore.

Plaintiffs

V E R S U S

1. **Muhammad Azhar** son of Muhammad Umer, resident of House No.412, Block No.12, Sector-BI, Township, Lahore.
2. Rabia Farzand daughter of Farzand Ali, resident of Amana Park, Hanjarwal, Lahore.
3. The Punjab Government Employees Corporative Housing Society Ltd. through its Secretary Office at Ghazi Chowk, Wapda Town, 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 plaintiffs are lawful owners in possession of a **Property/House No.305,**
land measuring 16-Marlas, 185-Sqft. situated

Block-E, Punjab Government Housing Society,

Phase-II, Lahore. (Hereinafter called the **Suit Property**). Copy of transfer letter is attached for the kind perusal of this Honourable Court.

- 3- That the plaintiffs purchased the above said suit property in the name of their father namely Muhammad Azhar/defendant No.1 in the January 2021 and invested the whole amount of its construction of their pocket and since then the plaintiffs are residing in the above said suit property without any interference and interruption from any corner and the possession of the plaintiffs is uninterrupted from any corner.
- 4- That the defendant No.2 is a notorious lady, who trapped the defendant No.1/father of the plaintiffs in her net and she is trying to usurp the suit property from the defendant No.1 by playing fraud and misrepresentation and with the active

connivance of gunda elements and she is bent to dispossess the plaintiffs from the suit property by force and coercion.

- 5- That the defendant No.1 is sick and old age ill person and defendant No.2 is clever, cheater lady and she belongs to gunda elements, who is advancing the threats of dire consequences to the plaintiffs and their father/defendant No.1 for transferring the suit property in her favour illegally, unlawfully.
- 6- That a day before yesterday the defendant No.2 accompanying with some gunda elements came at the suit property and tried to dispossess the plaintiffs from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and plaintiffs the defendant No.2 failed to do so and she left the spot while extending threats that the defendant No.2 will come again

with more force and will dispossess the plaintiffs from the suit property and she also threats that she has prepared false and bogus documents for transferring the suit property and she will transfer the suit property in her name illegally, unlawfully.

- 7- That the plaintiffs 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 plaintiffs and extended threats for dispossession from the suit property, hence this suit.
- 8- That if by way of permanent injunction the defendants is not restrained from doing illegal acts and designs, the plaintiffs shall suffer irreparable loss and injury.
- 9- That the cause of action accrued in favour of the plaintiffs against the defendants firstly when the defendants tried to interfere into the peaceful possession of the plaintiffs and finally when the

defendants flatly refused to accede the genuine and lawful request of the plaintiffs 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 permanent injunction may kindly be passed in favour of the plaintiffs and against the defendants; restraining the defendants from interfering into the peaceful possession of the plaintiffs over the suit property illegally, unlawfully and forcibly in any manner whatsoever.

It is also further prayed that the defendant No _____

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

Plaintiffs

Through:-

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 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.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Umair Azhar **Vs.** Muhammad Azhar

(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 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 his favour and the suit 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 may kindly be restrained till the final decision of the suit.

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

Petitioners

Through:-

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Umair Azhar **Vs.** Muhammad Azhar

(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:

Muhammad Umair Azhar son of Muhammad Azhar, resident of House No.305-E, Phase-II, 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

Umair Ahmad son of Muhammad Imtiaz, resident of Fateh Sher, Re Bara, Dewankana, Mozang, Lahore.

Plaintiff
VERSUS

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

Defendants

**SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION.**

Respectfully Sheweth;:-

1. That an electricity meter under **Reference No.09112530903300U, Meter No.S-672775** 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. The said connection is installed in the name of the Muhammad Ashiq, presently plaintiff is using the same.

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.131,469/-** without considering the actual consumption of the plaintiff.

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.131,469/-** 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.131,469/- 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 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 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Umair Ahmad 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:

Umair Ahmad Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION)

APPLICATION UNDER SECTION 151 CPC FOR
RESTORATION OF ELECTRICITY CONNECTION.

AFFIDAVIT OF:

Umair Ahmad son of Muhammad
Imtiaz, resident of Fateh Sher, Re Bara,
Dewankana, Mozang, 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 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 therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____/2024

Umair Afzal son of Muhammad Afzal, resident of _____

Plaintiff

VERSUS

1. **Malik Mubashir** Chief Executive Officer
2. **M. Sharjeel** Human Resource Dept.

Defendant

**SUIT FOR RECOVERY OF DAMAGES FOR AMOUNT OF
RS.24,000/-.**

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 plaintiff was selected on merit to serve in position of Assistant Manager Admin and Security at defendant's Company and since then plaintiff is performing his duty vigilantly, up to the mark and has provided well credited services to Company.

- 1- That prima facie perusal of the Offer Letter reveals that plaintiff was appointed w.e.f. 11th October 2023 as Assistant Manager Admin and Security against monthly package of Rs.125000/- per month.
- 2- That plaintiff is performing all of his duties as per the job description assigned to him and satisfactions to the heads of the departments of defendant's Company and as per responsibilities assigned to plaintiff time to time. Plaintiff's up to mark performance has earned him recognition in your eyes that defendants rely on him too much and most of the tasks are awarded to the plaintiff with time.
- 3- That with the passage of time Mr. Sharjeel (HR) started to utter hatred speech about previous department of the plaintiff which is of highest reputable institution of the country, just due to personal affiliations with some political parties which wasn't bearable at any cost by plaintiff and plaintiff resigned by serving legal notice of a month to defendant's Company. It is pertinent to mention here that defendants and defendant's Company members again uttered hatred speech and made mockery of previous department of plaintiff on serving resignation of one month and ironically, defendants kicked the plaintiff off without letting him complete his notice period even without paying plaintiff's last two month salary of Rs.250,000/- due to which plaintiff suffered anxiety and severe mental agony.
- 4- That in light of the above mentioned defendants are in breach of the certain laws including but not limited to the following:
 - A. That defendants have breached the provisions of Contract Act and hence are liable under the law of Contract for payments of the salary and the damages because of harassing mentally to plaintiff together with cost of funds including but not limited to the cost of this legal notice and consultation fee etc. _____
 - B. That defendants are grossly negligent in making payment/salary and such negligence amounts to recklessness and hence defendants are liable to pay full two months' salary with all pending allowances / dues and damages to plaintiff under the law of torts.

- C. That defendants have defamed renounced institution of plaintiff and uttered hatred speech about previous institution of plaintiff which also mounts to penal action against defendants under the Pakistan Penal Code.
3. that the defendant dragged the plaintiff in a false, frivolous, baseless and fanciful case FIR No._____, dated _____, offence under section _____ PPC, Police Station _____, Lahore.
4. That the plaintiff was declared as innocent after thorough investigation.
5. That the plaintiff was acquitted from the FIR by the order of learned Judicial Magistrate.
6. 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._____/- as financial damages from the defendant. The detail is as under:-

Sr. No.	Detail	Amount
1	Loss of Reputation	Rs.25,00,000/-
2.	Mental Tension, torture and misery	Rs.25,00,000/-

3.	Loss of Family Reputation, Mental Torture to family members	Rs.25,00,000/-
4.	Physical Inconvenience	Rs.25,00,000/-
	Total	Rs.1,00,00,000/-

7. That although the above said amount is not sufficient as compared with the actual loss but for the time being the plaintiff claims Rs.1,00,00,000/- and reserve the rights to claim further if so desire.
8. 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.
9. 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.

10. That the parties are residing and cause of action accrued at Lahore, hence this Honourable 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 Rs.1,00,00,000/- and appropriate court feeshall 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.1,00,00,000/- 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
Advocate High Court

VERIFICATION;

Verified on Oath at Lahore, this day of January, 2024
that the contents of the above said plaint from Paras
No.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 MS. UZMA ASLAM, LEARNED CIVIL
JUDGE CHUNNIAN, DISTRICT KASUR.**

In re:

Mian Tariq Javaid **Vs.** LESCO etc.

(SUIT FOR DECLARATION WITH PERMANENT
INJUNCTION)

**APPLICATION UNDER SECTION 151 C.P.C. FOR
RESTORATION OF ELECTRICITY SUPPLY/METER AND
DIRECTION FOR ISSUE THE BILL OF RS.200,000/-.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit and contempt application in this Honourable court in which no date of hearing has been fixed i.e. 12.12.2023.
2. That the SDO alongwith his staff have forcibly, illegally, unlawfully taken the meter and disconnect the electricity supply of the plaintiff on 06.12.2023, in spite of the case/status quo is pending in the this Honourable Court and also contempt petition against the SDO Sub-Division Chunian, District Kasur for not obeying the order of this Honourable Court and not to be prepared the bill of Rs.200,000/- while by disobeying this Honourable Court's order uptill now.

***It is, therefore, most respectfully prayed
that the SDO Sub-Division Chunia may very
kindly be directed to restore the electricity
supply of petitioner and deliver the
plaintiff/petitioner bill of Rs.200,000/- for
the payment of the said bill.***

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

Petitioner

Through

Advocate High Court

**IN THE COURT OF MS. UZMA ASLAM, LEARNED CIVIL
JUDGE CHUNNIAN, DISTRICT KASUR.**

In re:

Mian Tariq Javaid **Vs.** LESCO etc.

(SUIT FOR DECLARATION WITH PERMANENT
INJUNCTION)

APPLICATION UNDER SECTION 151 C.P.C.

AFFIDAVIT OF: **Mian Tariq Javaid**
(plaintiff of the suit)

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 Chunnian 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 therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Tariq Hussain son of Muhammad Arif, resident of Division
Kot Lakhpat, Sub-Division Mail Nagar.

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Kot Lakhpat, Lahore.
3. **Revenue Officer LESCO**, Division Kot Lakhpat, Lahore.
4. **SDO LESCO**, Sub-Division, Mali Nagar, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

1. That an electricity meter under **Reference No.5115345230802U, Meter No.S-4127371** 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.
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 of Rs. , including Arrear of Rs. 102126/-**, 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 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 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:

Tariq Hussain 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
Advocate High Court
IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re: *Tariq Hussain 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: *Tariq Hussain son of Muhammad Arif, resident of Division Kot Lakhpat, Sub-Division Mail Nagar.*

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 COURT OF MR. MUHAMMAD AZAM RANA,
PRESIDING OFFICER, PUNJAB LABOUR COURT-I,
LAHORE.**

In re:-

***Muhammad Tariq
Vs.
Protech Manufacturing (Pvt.) Limited***

(GRIEVANCE PETITION)

**APPLICATION ON BEHALF OF DEFENDANT FOR
SETTING ASIDE EX-PARTE PROCEEDINGS/ORDER
DATED 22.12.2023.**

Respectfully Sheweth:-

- i. That the above titled grievance petition is pending adjudication in this Honourable Court and is fixed for today.
- ii. That the plaintiff by suppressing facts with malafide intention and ulterior motives obtained the ex parte proceedings against the applicant from this Honourable Court on 22.12.2023.

iii. That the ex-parte proceedings order is liable to be set-aside inter-alia on the following amongst other:-

GROUNDS

- a. That
- b.
- c. That the plaintiff obtained the impugned order fraudulently by this Hon'able Court due to non-serving of notice, hence is liable to be set-aside.
- d. That the impugned order has been obtained by misrepresentation from this Hon'able Court, hence liable to be set-aside.
- e. 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 and law demands decision of cases on merits rather than technicalities.

- f. That it is a fundamental right of the applicant/defendant to defend the present case in accordance with the law and facts.
- g. That the applicant/defendant is condemned unheard.
- h. That the applicant/defendant has a lot of material to present and submit before this Hon'able Court in his favour for the dismissal of the above titled grievance petition.
- i. That if the ex-parte proceedings/order 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 the ex-parte order dated 22.12.2023 may kindly be set-aside and the applicant be allowed to

*defend the grievance petition on merits in
the interest of justice.*

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

Applicant/defendant

Through

Hafiz Irfan Saddique
Advocate High Court

BEFORE THE COURT OF MR. MUHAMMAD AZAM RANA,
PRESIDING OFFICER, PUNJAB LABOUR COURT-I,
LAHORE.

In re:-

*Muhammad Tariq
Vs.
Protech Manufacturing (Pvt.) Limited*

(GRIEVANCE PETITION)

**APPLICATION ON BEHALF OF DEFENDANT FOR
SETTING ASIDE EX-PARTE PROCEEDINGS/ORDER**
DATED 22.12.2023.

AFFIDAVIT OF: **Muhammad Sufyan** son of
Muhammad Hafeez, resident of
4-Bank Square, Lahore.

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

That the contents of the accompanying **Application** 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, 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, ISLAMABAD.

Civil Appeal No._____ /2024

Sheikh Muhammad Tanzeel-ur-Rehman (deceased) son of Sheikh Habib-ur-Rehman through his legal heirs:-

1. Anam pervaiz widow
2. Umamah Tanzeel (daughter) date of birth 24.08.2018
3. Fareeha Tanzeel (daughter) date of birth 16.01.2021

Of Sheikh Muhammad Tanzeel-ur-Rehman, residents of House No.611, Sector-B, Block-L, Johar Town, Lahore.

(Appellants No.2&3 are minors through real mother appellant No.1)

APPELLANT

Versus

1. Public-at-Large.
2. Federal Govt. Employees Housing Foundation, through its Secretary, 2nd Floor, Al-Asghar Plaza, Blue Area, China Chowk, Islamabad.
3. Doctors Co-operative Housing Society, through its Secretary, Sector-O-9, Lohi Bher, Islamabad.
4. Nagina Noor widow of Sheikh Habib-ur-Rehman, resident of House No.111, Sector-B, Engineers Town, Near Wapda Town, Lahore.

RESPONDENTS

APPEAL: UNDER ORDER XLIII CPC AGAINST THE ORDER DATED 08.01.2024, PASSED BY LEARNED CIVIL JUDGE, ISLAMABAD.

Respectfully Sheweth:

1. That the appellant filed a suit for declaration, mandatory and permanent injunction separate possession through partition with consequential relief alongwith an Application under Order XXXIX, Rules 1 & 2 CPC against the respondents/respondents seeking interim relief. It was stated in the plaint that the father of the appellant and husband of respondent No.4 (Late) Sheikh Habib-ur-Rehman son of Sheikh Manzoor Ahmed 05.03.2012. Appellant/Sheikh Tanzeel-ur-Rehman son of Sheikh Habib-ur-Rehman died on

12.05.2021 and appellant is presented through legal heirs/widow, daughters. Sheikh Habib-ur-Rehman contracted only one marriage with respondent No.4 and has only one son. Sheikh Tanzeel-ur-Rehman also contracted one marriage with appellant No.1. Parents of Sheikh Habib-ur-Rehman had also been died. That the deceased Sheikh Habib-ur-Rehman left behind the properties (1) Plot No.51, Street No.92, Sector-G-14/3, situated at Federal Govt. Employees Housing Foundation Blue Area, China Chowk, Islamabad, vide file No.1(S-0083)/EIV/2004/HF, Dated 11.12.2007 (vacant plot) (2) Plot No.61 into 115, situated at Doctors Co-operative Housing Society, Lohi Bher, Islamabad, vide allotment reference No.512, Dated 21.04.1996 (vacant constructed house). That earlier the suit was filed which is pending in the court of Mr. Saqib Jawad, learned Civil Judge, Islamabad. During proceedings respondents No.3&4 appeared and submitted written statement and stated that affidavit for surrender has been submitted by deceased, the affidavit for surrender submitted by respondent No.3 is quite illegal, unlawful and same has no value in the eyes of law and on the basis of surrender affidavit Transfer Letter Dated 16.04.2013 in the name of Nagina Noor bearing # DCHS-3923A/13, Dated 16.04.2013 is also quite illegal and on the basis of surrender affidavit transfer letter dated 16.04.2013 in the name of Nagina Noor bearing # 3923A/13, Dated 16.04.2013 is also quite illegal. That after the death of said Sheikh Habib-ur-Rehman (deceased) the appellant and respondent No.4 are only legal heirs of said deceased Sheikh Habib-ur-Rehman. That the appellants approached to the respondents No.2&3 and informed about the death of Sheikh Habib-ur-Rehman and requested them to incorporate the names of appellant and respondent No.4 as the legal heirs of (deceased) Sheikh Habib-ur-Rehman, regarding the above said properties, but they flatly refused to incorporate the

names of appellants and respondent No.4 in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heirs of Sheikh Habib-ur-Rehman. That respondent No.4 is trying to alienate the suit properties in order to grab shares of appellants.

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 rejected the Application under Order XXXIX, Rules 1 & 2 CPC without considering the grievance of the appellant vide impugned order dated 08.01.2024.
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 surrendered deed has already been challenged and stay has been granted in this regard by the competent court of law and matter is still pending before competent civil court, Islamabad.
- c. That the succession certificate has also been issued in favour of appellant and other legal heirs.
- d. That decree of declaration of legal heirs has also been passed by civil court, Lahore.
- e. That son of deceased has also been declared as legal heir of deceased in his lifetime.

- f. That the verdict of the learned trial court is against law and facts which has no legal value in the eyes of law.
- g. That the learned trial court has illegally and unlawfully passed an order against the appellant.
- h. That the impugned order is result of surmises and conjecture.
- i. That the learned trial court while rejecting the application totally failed to apply judicial mind and thus committed gross illegality.
- j. That the verdict of the learned trial court is based on surmises and conjectures which is liable to be set aside.
- k. 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.
- l. 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 08.01.2024 may very kindly be set aside and Application under Order XXXIX, Rules 1 & 2 CPC may very kindly be accepted and respondents may very kindly be restrained from transferring, selling and alienating the suit properties.

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

Appellant
Through legal heirs

Minors through mother
Through
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.
Civil Suit No. /2023

Tahir Mehmood son of Tariq Mehmood, resident of Mohallah Bilal Park, Post Office Khas, Sharaqpur Kalan, Tehsil Sharaqpur, District Sheikhupura.

Plaintiff

1. Public-at-Large.
 2. National Bank Pakistan through its Manager having office/branch at Sharaqpur Sharif, District Sheikhupura.
 3. Razia Bibi widow
 4. Mariyam Bibi daughter
 5. Muhammad Abu Bakar son
 6. Habib Ullah son
of Tariq Mehmood, residents of Mohallah Bilal Park, Post Office Khas, Sharaqpur Kalan, Tehsil Sharaqpur, District Sheikhupura.

Defendants

SUIT FOR DECLARATION AND MANDATORY INJUNCTION.

Respectfully Sheweth; -

1. That the father of the plaintiff and defendants No.4 to 6 and husband of defendant No.3 namely Tariq Mehmood son of Miraj Din died on 05.07.2023 and he left behind the plaintiff and defendants No.3 to 6 as his legal heirs. It is pertinent to mention here that 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) Tariq Mehmood left behind the properties/ Gold Articles in the National Bank Pakistan (NBP) Sharaq Pur Sharif Branch, Sheikhupura having Account No.6180636426 detailed as under:

Sr. No.	Description	Gross weight	Net Weight
1.	Karay (4)	75.000	50.000
2.	Choorian (8)	90.200	62.000

3.	Rings (2)	20.400	14.000
	Total (14)	185.600	126000

Copy of relevant document are attached herewith.

3. That the plaintiff and defendants No.3 to 6 are only legal heirs of said deceased Tariq Mehmood and after the death of father the plaintiff surrendered right of ownership in favour of the plaintiff and defendants No.3 to 6 have no objection if the properties/gold articles will be transferred in the name of the plaintiff.

4. That the plaintiff approached to defendant No.2 and informed about the death of Tariq Mehmood and requested them to incorporate the name of plaintiff as sole owner of the properties/gold articles as the defendants No.3 to 6 have surrendered right of

ownership in favour of the plaintiff but defendant No.2 flatly refused to incorporate the name of plaintiff in record as owner and asked for a decree for declaration from the competent court of law declaring the plaintiff as sole owner of properties/gold articles left by deceased. Hence this suit.

5. That the cause of action arose firstly when Tariq Mehmood died and secondly when defendant No.2 refused to incorporate the name of the plaintiff as sole owner of properties/gold articles and the same is still continuing.

6. That the plaintiff is residing at Ferozewala, the cause of action accrued at Ferozewala, the suit properties are also situated at Ferozewala, and defendant No.2 has its office Ferzoewala 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 plaintiff and against the defendants declaring the plaintiff and defendants No.3 to 6 as legal heirs of Tariq Mehmood (deceased) and the plaintiff be declared as sole owner being legal heir of deceased Tariq Mehmood regarding above said properties/gold articles as the defendants No.3 to 6 have surrendered right of ownership in favour of the plaintiff, in the interest of justice equity and fair play.

It is also prayed that defendant No.2 may kindly be directed to incorporate the name of the plaintiff as sole owner of the above said properties/articles.

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

Plaintiff

Through

Counsel name
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore this day of
January, 2024 that the contents of paras 1 to 4
are true to the best of my knowledge and belief
and those of paras 5 to 7 are true to the best
of my information and belief.

Plaintiff

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

Civil Appeal No. _____ /2024

In re:

Sheikh Muhammad Tanzeel-ur-Rehman (deceased)
Vs.
Public-at-large etc.

(APPEAL UNDER ORDER XLIII CPC)

AFFIDAVIT OF: **Anam pervaiz** widow of Sheikh Muhammad Tanzeel-ur-Rehman, resident of House No.611, Sector-B, Block-L, Johar Town, 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 Islamabad 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, ISLAMABAD.
Civil Appeal No. _____ /2024

In re:

Sheikh Muhammad Tanzeel-ur-Rehman (deceased)
Vs.
Public-at-large etc.

(APPEAL UNDER ORDER XLIII CPC)

APPLICATION UNDER ORDER 41, RULE 5 READ WITH SECTION 151
C.P.C.

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 respondents may very kindly be restrained from transferring, selling and alienating the suit properties.

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

Petitioner

Through legal heirs
Minors through mother

Through
Advocate High Court

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

Civil Appeal No. _____/2024

In re:

Sheikh Muhammad Tanzeel-ur-Rehman (deceased)
Vs.
Public-at-large 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
08.01.2024.

AFFIDAVIT OF:

Anam pervaiz widow of Sheikh Muhammad Tanzeel-ur-Rehman, resident of House No.611, Sector-B, Block-L, Johar Town, 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 Islamabad 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

To,

1. Federal Govt. Employees Housing Foundation, through its Secretary, 2nd Floor, Al-Asghar Plaza, Blue Area, China Chowk, Islamabad.
2. Doctors Co-operative Housing Society, through its Secretary, Sector-O-9, Lohi Bher, Islamabad.
3. Nagina Noor widow of Sheikh Habib-ur-Rehman, resident of House No.111, Sector-B, Engineers Town, Near Wapda Town, Lahore.

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

It is to inform you that an appeal under the tiled "Sheikh Muhammad Tanzeel-ur-Rehman (deceased) Vs. Public-at-large etc." has been prepared ready to be filed before District and Sessions Judge Islamabad, against the order dated 08.01.2024 passed by learned Civil Judge, Islamabad. Enclosing copy of the same to this notice.

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

Civil Appeal No. _____ /2024

In re:

Sheikh Muhammad Tanzeel-ur-Rehman (deceased)
Vs.
Public-at-large etc.

I N D E X

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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Tahir Javaid son of Muhammad Tufail, resident of House No.15, Street No.15, Usman Street, Mohallah Chaudhary Park, Bilal Gunj, Lahore.

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

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:

Tahir Javaid **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

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Tahir Javaid **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: Tahir Javaid

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

Civil suit No. _____ /2023

Abdul Qayyum Chaudhary son of Chaudhary Muhammad Yasin R/o House No.B-4, Block-B, Punjab University resident of near University of the Punjab, Lahore.

Plaintiff
VERSUS

1. The Vice Chancellor University of The Punjab Lahore.
2. Dr. Tariq Mehmood Khan (Director on (Officiating Charge son of Muhammad Bashir Ahmad Zafar, Professor of Education, Institute of Education Research University of Punjab, Lahore.
3. The Resident Officer-I, University of The Punjab, New Campus, Lahore.

Defendants

SUIT FOR DECLARATION WITH PERMANENT INJUNCTION
AS CONSEQUENTIAL RELIEF.

Respectfully Sheweth; -

1. That the addresses of the parties are correct for the purpose of summons and notices issued by this Hon'ble Court.
2. That the concise facts giving rise to the instant suit are that the plaintiff is serving as a Professor in BPS-21 at Institute of Education & Research University of Punjab Lahore. The plaintiff was earlier appointed as Director of the said institute but was relieved of the said charge pursuant to the illegal order of competent authority which has been challenged by the plaintiff before the Hon'ble Lahore High Court, which is pending therewith. The defendant No.2 has been given officiating charge to run day to day affairs of the institute nearly as a stop gap arrangement.

3. That on the recommendations of the meeting of House Allotment Committee, IER which was held on 11.08.2023, a house No.B-4 (hereinafter shall be referred as suit property) allotted to the plaintiff as Professor (BPS-21) not as a director and plaintiff obtained the possession of the suit property after fulfillment of legal formalities. Copy of allotment letter is attached herewith for kind perusal of this Hon'ble Court.

4. That the plaintiff being bonafide allotment is enjoying the peaceful and lawful possession of the suit property legally and lawfully.

5. That vide order dated 28.10.2023, the service of the plaintiff as Director of said

Institute relieved and officiating charge of Director was given to the defendant No.2 just to look after the routine affairs of the office of the Director till the regular appointment of the new Director.

6. That the defendant No.2 without any lawful authority and justification sent notice bearing No.IER/D/923 dated 05.12.2023 for vacation of the House No.B-4 to the plaintiff. The defendant No.2 also served second notice No.IER/D/954 dated 12.12.2023 for the vacation of said residential to the plaintiff. Copies of notices are attached herewith for kind perusal of this Hon'ble Court.
7. That the defendant No.2 has issued above mentioned both notices for the vacation of

said house illegally, unlawfully and without lawful authority because the defendant No.2 is not competent authority to serve the above mention both impugned notices to the plaintiff for the vacation of said house/residential accommodation, he is working as Director on the basis of officiating/temporary charge and matter relating to the relieve of plaintiff as Director is already pending adjudication before the Hon'ble Lahore High Court, Lahore.

8. That the defendant No.2 was given power of Director just to look after the routine officials work of the said institute and he is not competent to serve above mentioned both notices to the plaintiff without the

decision/ approval of the House Allotment Committee of IER.

9. That it is pertinent to mention here that the above mentioned house/ residential accommodation was allotted to the plaintiff as professor not as director.
10. That the defendant No.2 on the basis of above mentioned both impugned notices is issuing threats that he will forcibly dispossess the plaintiff from the said house illegally and unlawfully.
11. That the above mentioned both impugned notices are illegal, unlawful, void ab-initio, without jurisdiction and lawful authority, same have no value in the eye of law and are not binding upon the plaintiff but the defendant No.2 is bent upon to

dispossess the plaintiff from the said house illegally, unlawfully and forcibly.

12. That on 27.12.2023 defendants No.2&3 alongwith some other officials came at the suit property and forcibly tried to dispossess the plaintiff from the said house but due to timely intervention of the plaintiff and others the defendant No.2 has failed in his nefarious designs.
13. That the plaintiff approached the defendant No.2 and requested him to withdraw the above mentioned both impugned notices because the same have no value in the eye of law and also requested to restrain from dispossessing the plaintiff from the suit property forcibly, illegally and unlawfully but the defendant No.2 flatly refused to

listen the genuine request of the plaintiff,
hence this suit.

14. That if the defendant No.2 is not restrained from dispossessing the plaintiff from the suit property forcibly plaintiff shall suffer irreparable loss and injury.
15. That the cause of action accrued in favour of plaintiff and against the defendants firstly when the defendant No.2 issued above mentioned both impugned notices, secondly when the defendant No.2 forcibly tried to dispossess the plaintiff from the suit property and lastly when the defendant No.2 flatly refused to listen the genuine request of the plaintiff and the same cause of action is still continuing due to the refusal of the defendant No.2.
16. That cause of action accrued at Lahore, suit property is situated at Lahore, so this Honourable Court has got jurisdiction to adjudicate upon the matter.

17. That value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.200/- which is exempted from levy of court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of plaintiff and against the defendants, declaring therein that the both impugned notices bearing No.IER/D/923 dated 05.12.2023 and IER/D/954 dated 12.12.2023 issued by the defendant No.2 are illegal, unlawful, void ab-initio, without authority and same have no value in the eye of law and are not binding upon the plaintiff and same may kindly be set-aside.

It is further prayed that the operation of the both impugned notices bearing No.IER/D/923 dated 05.12.2023 and IER/D/954 dated 12.12.2023 issued by the defendant No.2 may kindly be suspended.

It is further prayed that the defendants may kindly be restrained from interfering in the peaceful possession of plaintiff over

suit property and also be restrained from dispossessing the plaintiff from suit property forcibly, illegally and unlawfully.

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

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

Plaintiff

Through

Advocate High Court

VERIFICATION

Verified on oath at Lahore, this 28th day of December, 2022 that the contents of the above plaint from paras 1 to 14 are true and correct to the best of my knowledge and rest of the paras 15 to 17 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In Re; -

Abdul Qayyum Chaudhary
VERSUS

Vice chancellor The University
of Punjab Lahore 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 respondents.

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 that the operation of the both impugned notices bearing No.IER/D/923 dated 05.12.2023 and IER/D/954 dated 12.12.2023 issued by the defendant No.2 may kindly be suspended.

It is further prayed that the respondents may kindly be restrained from interfering in the peaceful possession of petitioner over suit property and also be restrained from dispossessing the petitioner from suit property/House No.B-4, Block-B, Punjab University resident of near University of the Punjab, Lahore forcibly, illegally and unlawfully in any manner whatsoever 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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In Re; -

Abdul Qayyum Chaudhary
VERSUS

Vice chancellor The University
of Punjab Lahore etc.

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

AFFIDAVIT OF: Abdul Qayyum Chaudhary son of Chaudhary Muhammad Yasin R/o House No.B-4, Block-B, Punjab University resident of near University of the Punjab, 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 29th 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 MS. SHABANA SAHI, LEARNED CIVIL JUDGE, LAHORE.

In re:-

Suleman Sethi **Vs.** Zahida Janagir etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

WRITTEN STATEMENT ON BEHALF OF DEFENDANTS.

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 instant false and frivolous suit has been filed by the plaintiff with malafide intention just to grab the valuable property of the answering defendants and in order to deprive the answering defendants from their valuable property, which is liable to be dismissed.
3. That real facts of the case are that the predecessor-in-interest of the answering defendants namely Muhammad Jahangir son of Haji Qamar Din was legal and lawful owner in possession of land measuring 2-Marlas, 90-Sq.Ft. bearing Property No.S-31/R-129 through registered Sale Deed bearing Document No.22041, Book No.1, Volume No.956, Dated 16.07.1983, registered with the office of Sub-Registrar Lahore, who was died in the year 2011 and after his death, the answering

defendants were declared as his legal heirs by the competent court of law in 2013 and the names of answering defendants are also entered as legal and lawful owners in the record of Excise & Taxation Department regarding the said property bearing Property No.S-31-R-129/5/B. It is also pertinent to mention here that electricity connection has also been installed by the answering defendant No.1 at the suit property. It is pertinent to mention here that the plaintiff, who has no concern with the property owned by the answering defendants and the father of the plaintiff was owner of the property adjacent to the property of the answering defendants, who had constructed a Plaza on his property and he had already sold out all his property in shape of

shops to different persons and the plaintiff is no more owner of any property but he with malafide intention and in order to grab the property of the answering defendants, on 02.08.2022 tried to illegally and unlawfully interfere into the peaceful possession of the answering defendants over the property of the answering defendants for which the answering defendants lodged an FIR against the plaintiff vide FIR No.1675/22, Dated 06.08.2022, U/s 448, 511 PPC, Police Station Qila Gujjar Sing, Lahore and the answering defendants also filed a suit against the plaintiff and four/five unknown persons and the Honourable Court granted stay order in favour of the answering defendants and against the plaintiff vide Order Dated 05.08.2022. The plaintiff was appeared in

that suit through his counsel and the plaintiff could not successful in his nefarious designs but the plaintiff later on with the connivance of one Shakeel Ahmad prepared a forged and fictitious agreement in favour of Shakeel Ahmad in order to deprive the answering defendants from their valuable property in question for which the answering defendants once again got registered an FIR No.715/23, dated 18.02.2023, offence under Section 420, 468, 471 PPC, Police Station Islampura Lahore against the plaintiff and Shakeel Ahmad in which said Shakeel Ahmad has been declared proclaim offender in the said FIR and the answering defendants also once again filed suit against the plaintiff as well as against said Shakeel Ahmad in which the Honourable Court granted stay order in favour

of the answering defendants and also appointed a local commission to inspect the suit property regarding possession of suit property and by the orders of the court, the said commission of the court visited the suit property and recorded statements of answering defendants as well as people of the locality and submitted his report alongwith videos and pictures of the suit property and submitted that the answering defendants are legal and lawful owners in possession of the suit property and the said suits are pending in the court of Mr. Jahazaib Aman Hafeez, Learned Civil Judge, Lahore.

Copies of sale deed in favour of predecessor-in-interest of answering defendants, PT-I in favour of answering defendants, electricity bill in the name of

answering defendant No.1, FIRs against the plaintiff by the answering defendants and suits alongwith report of local commission are attached herewith for the kind perusal of this Honourable Court.

4. That the suit of the plaintiff is not maintainable, either in law or on facts.
5. That the plaintiff has not approached this Honourable Court with clean hands.
6. That the plaintiff has no cause of action against the answering defendants, hence the plaint merits to be rejected forthwith, under Order VII, Rule 11 (a) CPC.
7. That the plaintiff has no locus standi to file the suit against the answering defendants.

ON MERITS:

1. That Para No.1 is not correct, in fact the father of the plaintiff was owner of the property adjacent to the property of the answering defendants, who had constructed a Plaza on his property and he had already sold out all his property in shape of shops to different persons and now the plaintiff is no more owner of any property but he with malafide intention and in order to grab the property of the answering defendants, on 02.08.2022 tried to illegally and unlawfully interfere into the peaceful possession of the answering defendants over the property of the answering defendants for which the answering defendants lodged an FIR against the plaintiff vide FIR No.1675/22, Dated 06.08.2022, U/s 448, 511 PPC, Police Station Qila Gujjar Sing, Lahore and the answering

defendants also filed a suit against the plaintiff and four/five unknown persons and the Honourable Court granted stay order in favour of the answering defendants and against the plaintiff vide Order Dated 05.08.2022. The plaintiff was appeared in that suit through his counsel and the plaintiff could not successful in his nefarious designs but the plaintiff later on with the connivance of one Shakeel Ahmad prepared a forged and fictitious agreement in favour of Shakeel Ahmad in order to deprive the answering defendants from their valuable property in question for which the answering defendants once again got registered an FIR No.715/23, dated 18.02.2023, offence under Section 420, 468, 471 PPC, Police Station Islampura Lahore against the plaintiff and

Shakeel Ahmad in which said Shakeel Ahmad has been declared proclaim offender in the said FIR and the answering defendants also once again filed suit against the plaintiff as well as against said Shakeel Ahmad in which the Honourable Court granted stay order in favour of the answering defendants and also appointed a local commission to inspect the suit property regarding possession of suit property and by the orders of the court, the said commission of the court visited the suit property and recorded statements of answering defendants as well as people of the locality and submitted his report alongwith videos and pictures of the suit property and submitted that the answering defendants are legal and lawful owners in possession of the suit property and the said

suits are pending in the court of Mr. Jahazaib Aman Hafeez, Learned Civil Judge, Lahore. Detailed reply has already been given in preliminary objections.

2. That Para No.2 is totally incorrect and wrong hence denied vehemently. Detailed reply has already been given in preliminary objections.
3. That Para No.3 is totally incorrect and wrong hence denied vehemently. Detailed reply has already been given in preliminary objections.
4. That Para No.4 is totally incorrect and wrong hence denied vehemently. In fact, the answering defendants have lodged FIRs against the plaintiff. Detailed reply has already been given in preliminary objections.
5. That Para No.5 is totally incorrect and wrong hence denied vehemently. In fact, the

answering defendants are legally and lawfully owner in possession of their property and the plaintiff has no concern with the suit property owned by the answering defendants and he is trying to illegally and unlawfully interfering into the possession of the answering defendants for which answering defendants already lodged FIRs against the plaintiff and also filed suit against the plaintiff and the report of local commission had already been submitted in favour of the answering defendants. Detailed reply has already been given in preliminary objections.

6. That Para No.6 is totally incorrect and wrong hence denied vehemently. Detailed reply has already been given in preliminary objections.

7. That Para No.7 is totally incorrect and wrong hence denied vehemently. Detailed reply has already been given in preliminary objections.
8. That Para No.8 is totally wrong and denied vehemently. The plaintiff has no cause of action to file the suit.
9. Legal.
10. 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

Through Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 12th day of December, 2023 that the contents of the above written statement from Paras No.1 to 07 are true and correct to the best of my knowledge and rest of the Paras No.08 to 10 with preliminary objections correct to the best of my information and belief.

Defendants

**IN THE COURT OF MS. SHABANA SAHI, LEARNED
CIVIL JUDGE, LAHORE.**

In re:-

Suleman Sethi **Vs.** Zahida Janagir etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

WRITTEN STATEMENT ON BEHALF OF DEFENDANTS.

**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 statement 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 balance of convenience does not lie in favour of the petitioner.

4. Denied being incorrect. That the petitioner has no prima facie case 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.**

SUIT No. _____ /2019

Zahid Hussain son of Abdul Salam, resident of House No. 10, Street No. 37, Mohallah Kakezaia, Shahdra Town, Lahore.

PLAINTIFF

Versus

Mst. Rafia Bibi widow of Nazir Muhammad, resident of House No. 57, Street No. 21, Mohallah Kakezai, Shahdra Town, Lahore.

DEFENDANT

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth: -

1. That the brief facts necessitating the filing of instant suit are that the predecessor-in-interest of the plaintiff namely Abdul Salam was the joint owner in possession of 3/4th Share whereas remaining 1/4th share was owned by his wife namely Mst. Umer Khair of a house measuring 2 Marlas bearing property No. NXV-21S-57/RH through registered sale deed bearing Document No. 26148, Book No. 1, Volume No. 5900 pages No. 334 to 337 dated 09.11.1974 and document No. 1110, Book No. 1, Volume No. 4193 pages No. 140 to 143 dated 22.04.1965 registered

with Sub Registrar Lahore. Copies of the sale deeds are attached as **ANNEXURE “A” & “A/I”**.

2. That during the present monsoon, the roof of the suit property collapsed due to heavy rain fall in Lahore. The plaintiff has shifted along with his family in order to remain safe from any unto do circumstances due to heavy rainfall and left the suit property /house vacant which was to be repaired / reconstructed after the rainy season gets off.

3. That the defendant despite being a female is in habit of occupying properties owned by others through show of illegal force and through her gundas and thereafter purchase the same property in a minimum price. Likewise, the defendant started her efforts to occupy the suit property being a vacant property a

month ago and unloaded construction material at the suit property. The plaintiff seeing the defendant with others at the suit property, questioned her about her presence at the suit property, the defendant replied that she being the owner of the said property has come over to take the possession of the same, The plaintiff requested the defendant that the plaintiff is the owner in possession suit property and she has no concern with the suit property, upon which the defendant left the suit property while extending threats of dire consequences.

4. That two weeks ago, defendant along with some ghunda elements, once again came at the suit property and tried forcibly and illegally to take over the possession of the suit property by breaking over the locks but due to timely intervention of the respectable of the vicinity, they could not succeed in their nefarious designs. The defendant along with gunda elements fled away from the

suit property while extending threats of dire consequences to the plaintiff that she will come again and will dispossess the plaintiff from the suit property.

5. That cause of action for the suit arose firstly on 16.06.2019 when the rooftop of the suit property collapsed due to heavy rain, secondly when the plaintiff shifted to another residence in order to save his family from any unto do circumstances out of heavy rainfall, thirdly a month ago when defendant unloaded building material at the suit property being laying vacant, thirdly two weeks ago when defendant illegally and unlawfully tried to take over the possession of the suit land by breaking over the locks and finally on 02.08.2019 when the plaintiff approached the defendant to refrain from interfering into the peaceful possession of plaintiff over suit property, which she 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 defendant restraining the defendant by way of permanent injunction from interfering into the peaceful possession of the plaintiff over the suit property.

It is further prayed that defendant may kindly be restrained through injunctive order from interfering into the suit property as well as from raising construction of

roof top illegally and unlawfully 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.

Civil Suit No. _____ /2024

*Muhammad Qaiser Anjum son of Muhammad _____,
resident of _____*

PLAINTIFF

Versus

*Muhammad Junaid son of Muhammad _____ resident
of _____*

DEFENDANT

SUIT FOR RECOVERY OF RS. 25,000/-.

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.25,000/- and appropriate court fee will be affixed as per orders of this Honourable Court.

PRAAYER:

Under the circumstances, it is, therefore, most respectfully prayed that a decree for the recovery of Rs.25,000/- 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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Rasheedan Begum wife

Plaintiff

VERSUS

Hakim Ali son of

Defendant

SUIT FOR RECOVERY OF DAMAGES FOR AMOUNT OF
RS.24,000/-.

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 dragged the plaintiff in a false, frivolous, baseless and fanciful

case FIR No._____, dated _____, offence under section _____ PPC, Police Station _____, Lahore.

3. That the plaintiff was declared as innocent after thorough investigation.
4. That the plaintiff was acquitted from the FIR by the order of learned Judicial Magistrate.
5. 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._____/- as financial damages from the defendant. The detail is as under:-

Sr. No.	Detail	Amount
1	Loss of Reputation	Rs.25,00,000/-
2.	Mental Tension, torture and misery	Rs.25,00,000/-
3.	Loss of Family Reputation, Mental Torture to family members	Rs.25,00,000/-
4.	Physical Inconvenience	Rs.25,00,000/-
	Total	Rs.1,00,00,000/-

6. That although the above said amount is not sufficient as compared with the actual loss but for the time being the plaintiff claims Rs.1,00,00,000/- and reserve the rights to claim further if so desire.
7. 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.
8. 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.

9. That the parties are residing and cause of action accrued at Lahore, hence this Honourable 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 Rs.1,00,00,000/- and appropriate court feeshall 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.1,00,00,000/- 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

Advocate High Court

VERIFICATION;

Verified on Oath at Lahore, this day of January, 2024
that the contents of the above said plaint from Paras
No.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.

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.

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

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 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 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

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

Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore on day of April, 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

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 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

Muhammad Usama Shahid

Plaintiff

VERSUS

1. Azra Nahid

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 28.11.2014 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**/ (Hereinafter called the **Suit Property**) entered into an agreement to sell dated 28.11.2014 with the plaintiff regarding the sale of above suit property against the consideration of Rs.2,25,000/- and the defendantss received Rs._____/- as earnest money in the presence of witnesses. While the balance amount was agreed to be paid by the plaintiff to the defendantss 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 sell. Copy of agreement is attached.
2. That the plaintiff time and again approached the defendantss and requested the defendantss to receive remaining amount of Rs._____/- and transfer the

suit property in favour of the plaintiff but the defendantss started to make lame excuses and the defendantss did not get register the sale deed in favour of the plaintiff.

3. That now the plaintiff got information through reliable sources that the defendantss 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 defendantss and requested the defendantss 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 defendantss 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 defendantss.

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 defendantss subject to the transfer of the suit property by defendantss in his favour and the plaintiff has left no stone unturned to end up positively. While on the other hand the defendantss by his conduct clearly showed that the defendantss 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 defendantss 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 defendantss is going to sell the suit property to any other person illegally and unlawfully and lastly when the defendantss 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 sell dated 28.11.2014 may kindly be passed in favour of the plaintiff against the defendantss directing the defendantss 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 defendantss that the defendantss 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
defendantss.*

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on ____ day of December,
2024 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 Usama Shahid **VS.** *Azra Nahid etc.*

(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 Usama Shahid Vs. Azra Nahid etc.

(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 Usama Shahid*

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, 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 MEHNAZ HAYAT, WORTHY SENIOR
GUARDIAN JUDGE, LAHORE.**

Guardian case No. _____ /2023

Sobia Ishtiaq widow of Zulfiqar Ali, resident of Sundar, District Lahore.

Petitioner

Versus

Public-at-Large.

RESPONDENT

**APPLICATION FOR PERMISSION TO SELL THE PROPERTY
OF THE MINOR.**

Respectfully Sheweth:-

1. That the above titled guardian case was decided on 21.12.2023 by this Honourable Court and the petitioner was appointed as guardian for person and guardian of property of the minor namely Faiza Zulfiqar (daughter) date of birth 02.01.2013 in the said case.

2. That the minor is school going and the petitioner/guardian has no source of income. To properly look after the minor and to fulfill the educational expenses and medical

expenses of the said minor, it is necessary
to sale out the property of the minor.

That the guardian/petitioner seeks permission from this Hon'ble Court to sell the respective share of the said minor in **For the person of the minor** and share of minor in 3-Kanals, 15-Marlas, 1-Sq.Ft. Mouza Rangeelpur, Tehsil Raiwind, District Lahore, Khata No.449, 13-Marlas, 75-Sq.Ft. Khata No.685, 1-Sq.Ft. Khata No.673, 2-Kanals, 19-Marlas, 150-Sq.Ft. Khata No.674, 2- Marlas, total 3K-15M-1-Sq.Ft. & Property land measuring 1-Kanal, 12-Marlas, 187-Sq.Ft. situated at Hadbust Mouza Lodhray, Tehsil Raiwind, District Lahore, Khata No.7, land 200-Sq.Ft. Khata No.58, land 12-Sq.Ft. Khata No.4, land 2-Marlas, 100-Sq.Ft. Khata No.6, land 7-Marlas, 200-Sq.Ft. Khata No.60, land 1-Kanal, 150-Sq.Ft. Khata No.5, land 200-Sq.Ft.Total 1K-12M-187-Sq.Ft. and to spend the said money for the above said purpose and permitted to may be used for the education, health, growing up and the welfare of the said minor. This is the application for the

permission from this Hon'ble Court to sell the share of the said minor in the interest of justice.

1. That if the instant application is not allowed, the petitioner is bound to suffer an irreparable loss and injury.

In view of above said circumstances it is, therefore, most respectfully prayed that the permission to sell the share of the said minor may very kindly be granted for the welfare of the minor, the petitioner being guardian shall maintain a complete account of the income and expenses of the minor's share/property.

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

Petitioner

Through
Advocate High Court
**IN THE COURT OF MEHNAZ HAYAT, WORTHY SENIOR
GUARDIAN JUDGE, LAHORE.**
Guardian case No. _____ /2023

In re:

Sobia Ishtiaq **vs.** Public-at-large

**APPLICATION FOR PERMISSION TO SELL THE PROPERTY
OF THE MINOR.**

AFFIDAVIT OF: **Sobia Ishtiaq** widow of Zulfiqar Ali, resident of Sundar, 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 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

Sir Zameen Khan Yousaf Zai son of Mian Bahadur Khan
Yousaf Zai, resident of Elete Town, Kahna, Lahore.

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Kot Lakhpat, Lahore.
3. **Revenue Officer LESCO**, Division Kot Lakhpat, Lahore.
4. **SDO LESCO**, Sub-Division, Kahna, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

1. That an electricity meter under **Reference No.15115351047500U, Meter No.S-47652** 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.
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 **August 2023 of Rs.218,510/- including arrears of Rs.141,879/-** without considering the actual consumption of the plaintiff and current bill of Rs.76,631/-.
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 **August 2023 of Rs.218,510/- including arrears of Rs.141,879/-** 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 **August 2023 of Rs.218,510/- including arrears of Rs.141,879/-** 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 August 2023 of Rs.218,510/- including arrears of Rs.141,879/- 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

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 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:

Sir Zameen Khan Yousaf Zai 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

Z. A. Zahid

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Sir Zameen Khan Yousaf Zai 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:

***Sir Zameen Khan Yousaf Zai son of
Mian Bahadur Khan Yousaf Zai,
resident of Elete Town, Kahna, 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. _____ /2024

Sher Ali son of Muhammad Taufai, resident of House No.159, Block-B, China Scheme, Gujarpura Cantt. Lahore.

Plaintiff
VERSUS

- 1. Amjad Hameed son of Abdul Hameed, resident of House No.6, Street No.2-A, Tajpura, Shadbagh, Lahore.**
- 2. Mst. Razia Bibi wife of Muhammad Aslam, resident of 27-A, Rangi Wara, Tanri Road, Karachi, presently resident of Gujarpura Scheme, Cantt. Lahore.**

- 3. Lahore Development Authority through its Director General, LDA Complex, Johar Town, Lahore.*
- 4. LDA through Director Housing-I, Lahore.*
- 5. LDA through Estate Officer Housing-I, Lahore.*
- 6. LDA through Inspector Housing-I, Lahore.*

Defendants

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL DATED 09.05.2008 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 defendant No.2 was owner of Property/Plot No.159, Block-B2, land measuring 4-Marlas, situated at Gujarpura Scheme, Cantt. Lahore, vide Allotment No.DEM/LDA/ADM/1227, dated 22.07.1993.
2. That defendant No.2 appointed defendant No.1 as her general power of attorney vide Document No.468, Book No.4, Volume No.121, Dated 09.05.2007, Sub-Registrar Shalimar Town, Lahore.

3. That defendant No.1 entered into an agreement to sell dated 09.05.2008 to sell land 2-Marlas (Hereinafter referred to as the **Suit Property**) for a total consideration of Rs.20.00,000/- and defendant No.1 received the total consideration amount as final and full consideration of the above said subject matter property in presence of marginal witnesses. It is pertinent to mention here that defendant No.1 also handed over the possession of the suit property to the plaintiff. Copy of the agreement to sell and general power of attorney is presented for the kind perusal of this Honourable Court. It is pointed out that since 16-Years, the plaintiff is in possession of suit property, the CNIC of the plaintiff has also been issued with the same address, the plaintiff is also regularly making payment of all utility bills without any default.

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 defendants to transfer the subject matter property in favour of the plaintiff but the defendants are lingering on the matter from one pretext or the other.
6. That quite astoundingly, it came into the knowledge of the plaintiff that defendants No.1&2 want to sell the suit property to some other person/intending purchasers, which act of the defendant is totally illegal, unlawful and without lawful authority. Some days ago, the officials of defendants No.3 to 6 came at suit property and extended threats to alienate suit property, due to which the plaintiff is in need of filing of present suit.
7. That few days ago the plaintiff once again approached the defendants and requested to transfer the suit

property in the name of the plaintiff, but the defendants flatly refused to accept the genuine request of the plaintiff, hence this suit. The plaintiff also served a legal notice upon defendants but the defendants flatly refused to adhere the genuine and lawful request made by the plaintiff, even not bother to reply it. Copy attached.

8. That the cause of action firstly accrued in favour of the plaintiff and against the defendants, when the defendants refused to perform part of obligation and it came to the knowledge that the defendants have ill-intention to alienate the property and secondly on each and every occasion when the defendants flatly refused to do the needful and lastly few days ago when the defendants 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.20.00,000/- 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 09.05.2008 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 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.

PLAINTIFF

Through

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

VERIFICATION:

Verified on Oath at Lahore on ____ day of March, 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:

Sher Ali Vs. Amjad Hameed etc.

*(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

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.
In re:

Sher Ali Vs. Amjad Hameed etc.

(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:

Sher Ali son of Muhammad Taufai,
resident of House No.159, Block-B,
China Scheme, Gujarpura Cantt.
Lahore.

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 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

Shenaz Wairs daughter of Choti Chachuwali, Bund Road,
Lahore.

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Defence East, Lahore.
3. **Revenue Officer LESCO**, Division Defence East, Lahore.
4. **SDO LESCO**, Sub-Division, Al-Falah East, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

1. That an electricity meter under **Reference No.08115610730004U, Meter No.S-821591** 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.
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

April 2024 of Rs.21,039/-, including Arrears of Rs.10,379/-

- without considering the actual consumption of the plaintiff. Current bill of Rs.9562/-
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 **April 2024 of Rs.21,039/-, including Arrears of Rs.10,379/-** 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 **April 2024 of Rs.21,039/-, including Arrears of Rs.10,379/-** 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 April 2024 of Rs.21,039/-, including Arrears of Rs.10,379/- 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

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of May, 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:

Shenaz Wairs 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 Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Shenaz Wairs 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: *Shenaz Wairs daughter of Choti
Chachuwali, Bund 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 May, 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.

T.A. No. _____ /2024

Shehzad Masih son of Gulzar Masih, Christian by Faith, resident of House No.12-B/6/1, Street No.20/D, Katchi Abadi, Baba Blor Shah Darbar Kot Khawaja Saeed, Lahore.

Applicant
VERSUS

1. Tariq Gulzar (deceased) son of Gulzar Masih, through his legal heirs:-

a. Kaneez Bibi widow

b. Ubaid son

c. Sharoon son

d. Sahil son

2. Shan Yaqoob son of Gulzar Masih,

3. Poomi Eric son of Gulzar Masih,

All residents of Katchi Abadi, Baba Blor Shah Darbar, Kot Khawaja Saeed, Lahore.

Respondents

SUBJECT: PETITION FOR THE TRANSFER/
WITHDRAWAL OF SUIT FOR DECLARATION
WITH PERMANENT INJUNCTION TITLED AS
"SHEHZAD MASIHK VS. TARIQ GULZAR
ETC." PENDING IN THE COURT OF MS.
WAJIHA KHAWAJ CHAUDHARY, LEARNED
CIVIL JUDGE, LAHORE AND ENTRUSTMENT
IN ANY COURT OF COMPETENT
JURISDICTION.

Respectfully Sheweth;

1. That the petitioner has filed a suit for declaration with permanent injunction titled as "Shehzad Masih **vs.** Tariq Gulzar etc." which is pending in the court of Ms. Wajiha Khawaj Chaudhary, learned Civil Judge, Lahore, and is fixed for 25.01.2024.
2. That the learned Civil Judge, has exercised its jurisdiction unlawfully, illegally and committed material irregularity in the case of the applicant. The Honourable Court is taking

personal interest in the case mentioned above.

3. That the petitioner has lost his confidence over the learned Civil Judge, as the learned Civil Judge has shown her partial attitude towards respondents, therefore, the possibility of justice is likely to be suffered and the petitioner will sustain irreparable loss.
4. That if the above said case is not transferred to any other competent court of law; the applicant shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that suit declaration with permanent injunction may very kindly be withdrawn

from the above referred court and be entrusted to some other Competent Court of law, in the interest of the justice, equity and fair play.

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.

In re:

Shehzad Masih **vs.** Tariq Gulzar etc.

TRANSFER APPLICATION

AFFIDAVIT OF: Shehzad Masih son of Gulzar Masih, Christian by Faith, resident of House No.12-B/6/1, Street No.20/D, Katchi Abadi, Baba Blor Shah Darbar Kot Khawaja Saeed, Lahore.

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

That the contents of accompanying "**Transfer 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 ____ 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

Muhammad Umer Farooq Zafri son of

Plaintiff

V E R S U S

Muhammad Ameen son of

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**
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.
- 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 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:

Muhammad Umer Farooq Zafri
Ameen

VS. Muhammad

(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.

PRAAYER:

*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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Umer Farooq Zafri

Ameen

Vs. Muhammad

(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 Umer Farooq Zafri son of

Plaintiff

V E R S U S

Muhammad Ameen son of

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 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.
- 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.

PRAAYER:

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

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:

Muhammad Umer Farooq Zafri

Ameen

Vs. Muhammad

(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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Umer Farooq Zafri **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 MR. MASOOD ZAMAN, LEARNED
CIVIL JUDGE, LAHORE.**

In re:-

Mst. Shazia Parveen & another
VS.
Mst. Asama Gulzar & others

(SUIT FOR DECLARATION, PARTITION ADMINISTRATION OF
PROPERTIES ETC)

REPLY TO APPLICATION UNDER ORDER XIV, RULE 5 OF
CPC TO AMEND THE ALREADY FRAMED ISSUES IN THE
TITLED SUIT.

Respectfully Sheweth:

PRELIMINARY OBJECTIONS:-

1. That application in hand is not maintainable hence the same is liable to be dismissed.
2. That the application has been filed with malafide intention just to blackmail and harass the answering respondent and to

waste the time of this Honourable Court,
so the same is liable to be dismissed.

3. That the application is false and frivolous, hence the same is liable to be dismissed.
4. That the applicant has no locus standi to file the present application hence the same is liable to be dismissed.
5. That the application is barred by law, hence the same is liable to be dismissed.
6. That the answering respondent is entitled to recover special costs under Section 35-A CPC.
7. That the applicant has not approached this Honourable Court with clean hands, hence the same is liable to be dismissed.

ON MERITS:-

1. In reply to Para No.1, that the predecessor of the parties Dr. Gulzar

Ahmed demise on 02.03.2019, detailed litigation started between plaintiff and defendant after that a compromise deed between plaintiff and defendant signed by the parties, a litigation of plaintiff handover to counsel of the defendant Asama Gulzar's counsel Muhammad Azam Chohan but the defendant Asama Gulzar etc. not fulfilled the terms and conditions of the agreement signed by him with the plaintiff and the Asama Gulzar categorically admitted in the court order sheet actual facts and the marriage of the plaintiff which now narrated in application.

2. That Para No.2 needs no reply.
3. That after refusal of defendant No.1 & another to fulfill the terms and conditions of the agreement again

plaintiff have right to file suit against the defendant inheritance mutation already sanctioned in favour of plaintiff and defendant.

4. That plaintiff legally have right to file the suit when no reconciliation made by the plaintiff and defendant and all the assets and other precious articles through police and gunda elements taken by the defendants, therefore, right of plaintiff prevail.
5. That
6. That the contents of Para No.3 are false, fanciful and baseless, hence vehemently denied. The said matter is quite different.
7. Denied being incorrect.

PRAYER:-

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

Answering Respondent

Through
Advocate High Court

**IN THE COURT OF MR. MASOOD ZAMAN, LEARNED
CIVIL JUDGE, LAHORE.**

In re:-

Mst. Shazia Parveen & another
Vs.
Mst. Asama Gulzar & others

(SUIT FOR DECLARATION, PARTITION ADMINISTRATION OF
PROPERTIES ETC)

**REPLY TO APPLICATION UNDER ORDER XIV, RULE 5 OF
CPC TO AMEND THE ALREADY FRAMED ISSUES IN THE
TITLED SUIT.**

Respectfully Sheweth:

PRELIMINARY OBJECTIONS:-

1. That application in hand is not maintainable hence the same is liable to be dismissed.
2. That the application has been filed with malafide intention just to blackmail and harass the answering respondent and to waste the time of this Honourable Court, so the same is liable to be dismissed.
3. That the application is false and frivolous, hence the same is liable to be dismissed.
4. That the applicant has no locus standi to file the present application hence the same is liable to be dismissed.

5. That the application is barred by law, hence the same is liable to be dismissed.
6. That the answering respondent is entitled to recover special costs under Section 35-A CPC.
7. That the applicant has not approached this Honourable Court with clean hands, hence the same is liable to be dismissed.

ON MERITS:-

1. In reply to Para No.1, that the predecessor of the parties Dr. Gulzar Ahmed demise on 02.03.2019, detailed litigation started between plaintiff and defendant after that a compromise deed between plaintiff and defendant signed by the parties, a litigation of plaintiff handover to counsel of the defendant Asama Gulzar's counsel Muhammad Azam Chohan but the defendant Asama Gulzar

etc. not fulfilled the terms and conditions of the agreement signed by him with the plaintiff and the Asama Gulzar categorically admitted in the court order sheet actual facts and the marriage of the plaintiff which now narrated in application.

2. That Para No.2 needs no reply.
3. That after refusal of defendant No.1 & another to fulfill the terms and conditions of the agreement again plaintiff have right to file suit against the defendant inheritance mutation already sanctioned in favour of plaintiff and defendant.
4. That plaintiff legally have right to file the suit when no reconciliation made by the plaintiff and defendant and all the assets and other precious articles

through police and gunda elements taken by the defendants, therefore, right of plaintiff prevail.

5. That

6. That the contents of Para No.3 are false, fanciful and baseless, hence vehemently denied. The said matter is quite different.

7. Denied being incorrect.

PRAYER:-

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

Answering Respondent
Through

Muhammad Tabsheer
Advocate High Court

Civil Suit No. _____/2024

- | | | |
|----|------------------------|-----------------|
| 1. | Shazia Moazam | daughter |
| 2. | Rabia Shahbaz | daughter |
| 3. | Suleman Maqsood | son |
| 4. | Ali Maqsood | son |
| 5. | Shahida Maqsood | widow |

**of Maqsood Ellahi and plaintiffs No.2 to 5 are through
plaintiff No.1 as special attorney, residents of House
No.187-J, Phase-I, DHA, Lahore Cantt., Lahore.**

Plaintiffs

V E R S U S

Public-at-Large.

Defendant

SUIT FOR DECLARATION OF LEGAL HEIRS.

Respectfully Sheweth:-

1. That the father of plaintiffs No.1 to 4 and husband of plaintiff No.5 namely Maqsood Ellahi son of Siraj-ud-Din died on 03.06.2023 leaving behind the plaintiffs as being his exclusive legal heirs to get inherit the properties left by him. 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 Maqsood Ellahi was owner of different properties and after his demise the plaintiffs are exclusive owners to get inherit all the properties which detail is given below:-
 - (1) Shop No.7, Ground Floor, measuring 312-Sq.ft. vide Property No.SE31-R-75, situated at McLord Road, Lahore through registered Sale Deed bearing Document No.3258, Book No.1, Volume No.370, Dated 30.03.2004, registered with the office of Sub-Registrar Data Gunj Bakhsh Town, Lahore.
 - (2) Plot No.52, Block-C, measuring 10-Marlas, Commercial Membership No.0472, vide Reference No.PIAECHS/M-0472/86, dated 07.03.1986,

situated at PIA Employees Cooperative Housing Society, Lahore.

- (3) Plot No.5, Street No.IIR, Sector-C, Phase-5, DHA, Islamabad, vide Membership No.C/66678.
- (4) Plot No.11, Street No.LAK, Sector-A, Phase-5, DHA, Islamabad, vide Membership No.C/65899.
- (5) Plot in Khayaban-e-Kashmir-2, Zone-V, Islamabad, measuring 500-Sq.Yds.

Copies of Allotment letters of ownership and sale deed are attached herewith for the kind perusal of this Honourable Court..

- 3. That the plaintiffs submitted application for letter of administration / succession certificates in National Database & Authority through plaintiff No.1 and declined letter was issued to them. The Family Registration Certificate of legal heirs and decline certificates with application as affidavits on E-stamp paper are attached herewith for kind perusal of this Honourable Court.
- 4. That the cause of action accrued in favour of plaintiffs and against the defendant when the father of the plaintiffs No.1 to 4 and husband of the plaintiff No.5 died 03.06.2023 leaving behind the plaintiffs as his exclusive legal heirs to get inherit the

properties left by him and when the declined certificate was issued to the plaintiffs which is still continuing.

5. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the declined certificate also issued at Lahore, hence, this Hon'able Court has got jurisdiction to adjudicate upon the matter.
6. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/-.

PRAYER:-

Under the circumstances, it is therefore, 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 being exclusive legal heirs of deceased Maqsood Ellahi and also to get inherited the properties left by him as mentioned in Para No.2 of the plaint, 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

Advocate Supreme Court of Pakistan

VERIFICATION:-

Verified on Oath at Lahore this 21st day February, 2024 that the contents of Paras No.1 to 3 are true to the best of my knowledge and

belief and those of Paras No.4 to 6 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

Shazia Ghafoor wife of Muhammad Ghafoor, resident of House No.59, Street No.22, Qila Murad Buksh, Mozang, Lahore.

Plaintiff

VERSUS

- 1. Amir Shahzad** son of Muhammad Akram, resident of House No.12, Fazal Park No.2, Shadbagh, Lahore.
- 2. Ch. Akram Shahzad** son of Muhammad Shafi, resident of House No.13, Fazal Park No.2, Shadbagh, Lahore.
- 3. Mst. Huma Nawaz** wife of Muhammad Nawaz, resident of House No.11, Street No.12, Misri Shah, Lahore.
- 4. Mst. Zobia Zaeerr** wife of Zaheer-ud-Din, resident of House No.24, Street No.26, Qila Gujjar Singh, Lahore.
- 5. Mst. Sabuhi Saleem** wife of Saleem, resident of Street Pir Ghazi Road, Ichhra, Lahore.
- 6. Mst. Asma Ijaz** wife of Muhammad Ijaz, resident of House No.1, Street No.3, Farooq Gunj, Lahore.

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 Najma Begum was predecessor-in-interest of parties, Najma Begum died on 24.07.2009. Najma Begum was owner of **Property i.e. House No.13, Fazal Park No.1, Shadbagh, Lahore, land measuring 10-Marlas, Document # 6580, Book No.1, Volume No.7254, Dated 25.03.1981, Sub-Registrar City, Lahore.** The parties have been declared as legal heirs of Najma Begum (deceased) vide judgment and decree dated 20.04.2012 passed by Mr. Khalil Ahmed, learned Civil Judge, 1st Class, Lahore.
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

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this ____-day of April, 2024 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:

Shazia Ghafoor **Vs.** Amir Shahzad etc. 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

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Shazia Ghafoor **Vs.** Amir Shahzad etc. 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:

Shazia Ghafoor wife of Muhammad Ghafoor, resident of House No.59, Street No.22, Qila Murad Buksh, Mozang, 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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____/2024

Shazia Ahmad wife of Ahmad Chan, Caste Gujjar, resident
of _____

Plaintiff

V E R S U S

1. Iqbal Haider son of Ali Muhammad, resident of
Havaili Gujran Sultanke Post Office, Tehsil & District
Lahore.

2. Patwari Halqa Mouza Sultanke, Tehsil & District
Lahore.

3. Tehsildar Mouza Sultanke, Tehsil & District Lahore.

Defendants

**SUIT FOR DECLARATION AND CANCELLATION OF
DOCUMENT Sale Deed Document No.3035, Book No.1,
Volume No.6985, Dated 21.02.2021 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 tersely the facts necessitating for the filing of instant suit are that the mother of the plaintiff is the owner in possession of Property/land measuring 16-Marlas, situated at Sultanke, Tehsil & District Lahore according to Mutation No. , Khata No.205, land measuring 156K-3M, transferred share 16/3123.

- 3- That the mother of the plaintiff died on 08.05.2013.

Copies of death certificate and FRC are attached herewith for kind perusal of this Honourable Court.

- 4- That the defendant who is the real son of the plaintiff approached the plaintiff and requested to affix thumb impressions on some blank papers and stamp papers for the purpose of obtaining some loan from the bank, the plaintiff being an illiterate lady affixed thumb impressions on the blank stamp

papers/blank papers.

- 5- That the defendant having developed ill-will and malice in his mind, just to grab the whole piece of land, prepared a fabricated, false, frivolous **Sale**

Deed _____ in favour of defendant.

- 6- That _____ days ago, it has come to the knowledge of the plaintiff that the defendant prepared a false, fictitious and sale deed in respect of land referred to above.
- 7- That the sale deed referred to above in respect of the suit property is illegal, unlawful, fraudulent, having no sanctity and backing of law being the result of fraud and having no bearing and effect upon the valuable rights of the plaintiff.
- 8- That the plaintiff neither appeared before any local commission nor signed and thumb marked the sale deed and all the proceedings in this respect are based on fraud and forgery, which renders the sale deed in respect suit property as illegal, fraudulent, therefore, the same deserves to adjudged so and liable to be canceled and delivered up.

- 9- That the plaintiff as owner is in actual physical possession of the suit property and the proceedings in respect of sale deed are fraudulent.
- 10- That the plaintiff has asked the defendants number of time to cancel false and bogus sale deed which is result of fraud and misrepresentation but defendant flatly refused to do the needful, hence the present suit.
- 11- That the defendant has acquired the title of the land in his name after getting sale deed in his favour and is trying to sell the suit property to some other persons.
- 12- That the cause of action arose in favour of the plaintiff and against the defendant when the plaintiff came to know about the said sale deed and finally when the defendant flatly refused to listen

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

- 13- 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.
- 14- That the value of the suit for the purpose of court
fee and jurisdiction is fixed Rs._____/- 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, cancellation may kindly
be passed in favour of the plaintiff and against***

the defendant declaring that _____ fully described in body of plaint or any other document as illegal, unlawful and with fraud and the same may kindly be cancelled, which is not binding upon the plaintiff, in the interest of justice.

It is further prayed that the defendant be restrained through decree of permanent injunction from transferring, alienating, and selling the suit property to any other person in any manner whatsoever.

Costs of the suit be also awarded.

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

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of January, 2024 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.

In re:

Shazia Ahmad Vs. Iqbal Haider 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 manner 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:

Shazia Ahmad Vs. Iqbal Haider 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: Shazia Ahmad 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 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

Jason son of

**Plaintiff
VERSUS**

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division _____, 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.** _____, **Meter No.** _____ 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.

PRAAYER:-

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, 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:

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: *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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2023

Muhammad Shaukat Bhatti son of Munir Ahmed Bhatti,
resident of Araian, Post Office Khas, Araian, Mohallah Baba
Wasan Din, Raiwind Road, Lahore.

Plaintiff

V E R S U S

1. Aftab son of Bashir Ahmed Malik

2. Fahad Sajawal son of Aftab Ahmed

- 3.** Muhammad Akhter son of Aftab Ahmed
Residents of Araian, Raiwind, Lahore.
- 4.** Ch. Amjad Ali son of Muhammad Saddique, resident
of 36/D/1, Johar Town, 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 alongwith his other co-sharers are owner of the suit **property measuring 5-Kanals, 11-Marlas, 138-Sq.ft.**
bearing Khewat Nos.14,15, Khatouni No.36 to 50, **situated at Mouza Village Rai, Tehsil Raiwind, District Lahore.** (hereinafter called suit property), bearing Mutation No.4985, which came

in existence out of Khasra No.811 which was restored by the order of Mr. Muhammad Masood Zaman, Learned Civil Judge, 1st Class, Lahore vide order and judgment decree dated 13.09.2022 in suit under title “Nazir Ahmed etc. Ilam Din etc.”. Copy of the suit alongwith judgment and decree dated 13.09.2022 are attached herewith for the kind perusal of this Honourable Court.

- 3- That the operative part of lawful order dated 13.09.2022 passed by the learned court of Mr. Muhammad Masood Zaman, Learned Civil Judge, 1st Class, Lahore is as under:

“in the light of above said discussion suit of the plaintiff for decree of declaration is decreed in favour of plaintiff and inheritance mutation NO.811, dated 07.12.1988 is restored and all subsequent transaction i.e. sale deed No.6150, Dated 13.04.2004, Mutation NO.2399, Dated

14.04.2004, Sanctioned in favour of defendants No.24 & 25 are cancelled, plaintiff shall bear there on cost decree sheet be drawn up accordingly”

5. That the plaintiff after knowing the above said lawful order of the learned court of law informed the defendants accordingly and also handed over copy of lawful order 13.09.2022 to defendants and made his request that they are abide by to obey the lawful order of learned court of law and be restrained themselves to make any change the nature of suit property and they further be restrained themselves to make any kind of document to anyone else i.e. agreement to sell, special power of attorney, any general power of attorney, any sale deed, gift deed etc. as the Mutation No.811, Dated 07.12.1988 has been restored and all the subsequent transactions i.e. sale deed etc. have been cancelled as the defendants are fully aware regarding the lawful order of learned court of law.

Who firstly made promised to do so, but later on refused to act upon in the latter and spirit of lawful order of the learned court of law.

6. That all the defendants are now showing the suit property to some unknown persons for the purpose of sale in the presence of lawful order of learned court of law, on 21.11.2023 at 03:30-PM, on receiving the subject information the plaintiff alongwith his witnesses immediately reached at the spot i.e. suit property and again made his request to defendants No.1 to 4 not to take the law of land in their hands and the process of the lawful order of learned court of law is yet in progress and the compliance of the lawful order of the learned court of law is mandatory and bound the defendants to be maintained the actual and factual position of Mutation No.188, Dated 07.12.1988 but the defendants in presence of

unknown persons present at the suit property flatly refused to do so.

7. That on 22.11.2023, the plaintiff alongwith his witnesses including respectbles of the village paid his visit at the residents of the defendants and made again his submission that without the permission of, learned court of law, without the lawful order of the competent court of law, any other competent authority they should not take the suit property in our hand and be restrained themselves to show/visit the unknown persons for the purpose of sale, purchase without demarcation, without division of suit property but all the efforts made by the humble plaintiff in the presence of respectable as well as witnesses become futile/fruitless, hence this suit.

4- That the cause of action firstly accrued in favour of the plaintiff against the defendants when they showed the suit property in presence of lawful

order dated 13.09.2022 to unknown persons, secondly on 21.11.2023 when the plaintiff received information regarding the pointation of defendants to someone else paid his visits at the suit property and made request, not to take the law of land in our hands, lastly on 22.11.2023 when the plaintiff alongwith his witnesses and respectable approached the defendants and made their requests which became fruitless on their refusal, which is still continuing.

- 5- 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.
- 6- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.500/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that the suit in hand of the plaintiff may graciously be decreed in his favour against the defendants, restrained them strictly not to take the land in their hand and they be restrained from showing the suit property to anyone else in presence of the lawful order dated ___ passed by the Mr. Muhammad Masood Zaman, Learned Civil judge, 1st Class, Lahore as the Mutation NO.811, Dated 07.12.1988 has been restored and all the subsequent transaction have been cancelled.

It is further prayed that in the letter of spirit in the lawful order of the learned court of law the defendant may strictly be ordered not to change the nature of suit property while making any kind of documents i.e. agreement

to sell, any sale deed, any general power of attorney, any special power of attorney, gift deed etc. in favour of any one else in the presence of above mentioned lawful order for the supreme interest of justice and equity.

It is also prayed that a decree for division of suit land may very kindly be passed in favour of plaintiff and against the defendants for the best interest of justice and equity.

It is also prayed that defendants may strictly be restrained not to alienate the possession of the suit land to anyone else in the presence of lawful order dated 13.9.2022 for the best interest of justice.

It is further prayed that the defendants may strictly be ordered to handover the possession of remaining shares of plaintiff and his co-sharers in the letter and spirit

a decree for division of suit land may very kindly be passed in favour of plaintiff and against the defendants for the best interest of justice and equity.

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 November, 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:

Muhammad Shaukat Bhatti **Vs.** Aftab 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*

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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Shaukat Bhatti **VS.** Aftab 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:

Muhammad Shaukat Bhatti son of Munir Ahmed Bhatti, resident of Araian, Post Office Khas, Araian,

Mohallah Baba Wasan Din, Raiwind 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 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.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

1. **Shaukat Ali** son of Haji Ghulam Sabir,
2. **Sheikh Tariq Mahmood** son of Sheikh Jalal Din, resident of Lahore.

Plaintiffs
VERSUS

Farooq Ahmed son of Muhammad Aslam, resident of House No.24, Saleem Street No.46, Sanda Kalan, Lahore.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL
DATED 10.01.2020 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 defendant being owner of a **Property/Agricultural land measuring 17-Kanals, Khewat No.37, Khatouni No.672, Khasra NO.907/1, 904/2, 905, 935/2, 936/1, 906, Salam Khata 4-Qitat, total 26K, transferred share 17/26, measuring 17K, Inheritance Mutation # 37589, Dated 30.06.2009, situated at Towards Gharab, Bund Par, Hadbust Mouza Shahdara, Lahore** (Hereinafter called the **Suit Property**) entered into an agreement to sell dated 10.01.2020 with the plaintiffs regarding the sale of above suit property against the consideration of Rs.45,00,000/- and the defendants received Rs.500,000/- as earnest money in the presence of witnesses. While the balance amount was agreed to be paid by the plaintiffs to the defendants at the time of execution/registration of sale deed of the above referred property on or before 10.03.2020 and the possession of the suit property was also handed over to the plaintiffs at the time of agreement to sell. Copy of agreement is attached.

2. That the plaintiffs time and again approached the defendants and requested the defendants to receive remaining amount of Rs.40,00,000/- and transfer the suit property in favour of the plaintiffs but the defendants started to make lame excuses and the defendants did not get register the sale deed in favour of the plaintiffs.
3. That now the plaintiffs got information through reliable sources that the defendants 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.
4. That the plaintiffs 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 plaintiffs as per terms and conditions of the agreement to sell 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 plaintiffs 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 plaintiffs 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 sell 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 plaintiffs shall suffer irreparable loss and injury.
7. That the cause of action firstly accrued when it came into the knowledge of the plaintiffs 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 plaintiffs 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.

- That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.45,00,000/- 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 10.01.2020 may kindly be passed in favour of the plaintiffs against the defendants directing the defendants to perform his 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. 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 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 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 the defendants.

Plaintiffs

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on **day of April, 2024** 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.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Shaukat Ali etc. Vs. Farooq Ahmed etc.

(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

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Shaukat Ali etc. Vs. Farooq Ahmed etc.

(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: *Shaukat Ali son of Ghulam Sabir, resident of 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.

VERIFICATION:

Deponent

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

SPECIAL POWER OF ATTORNEY

Know all men that I, _____ son of _____, resident of _____, presently resident at _____. As the executant is currently residing in _____, therefore, the executant is unable to look after the matters concerning to ___. So the executant, do hereby nominate, constitute and appoint _____ son of _____, resident of _____, as my special power of attorney holder in my name and on my behalf to look after all matters concerning to my above said matters, 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 ____.
2. To sign and verify the case, reply, written statements, affidavits, petitions and other miscellaneous applications and to file them in any such court 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 file all type of cases with regard to above said matters and also to defend all cases.
5. To file appeal, revision, review, execution petition etc.
6. To apply for the inspection of judicial records.
7. To accept service of any summons, notice or writ issued by any court or office in this respect.
8. To record his statement and produce all sorts evidence oral as well as document on my behalf as my lawful attorney.
9. 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 WITNESS whereof I have signed this deed on this

_____.

EXECUTANT

ATTORNEY

WITNESS(1)

WITNESS(2)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

AMENDED PLAINT

1. **Muhammad Sharif**
2. Muhammad Iqbal
3. Mst. Rasoolan Bibi
4. Mst. Seman Bibi
5. Mst. Zainab Bibi
6. Muhammad Bota

Sons and daughters of Sayed Muhammad, Caste Jaidu, Police Station Kahna, Tehsil Cantt., District Lahore.

Plaintiffs

V E R S U S

1. Ashraf Ali,

2. Haji Walayat Ali

Sons of Hakim Ali, Caste Dogar, residents of Sadhoki, Post of Khas, Tehsil Lahore Cantt., District Lahore.

3. Sub-Registrar Model Town, Lahore.

4. Halqa Patwari Mouza Haloki, Lahore.

Defendants

**SUIT FOR DECLARATION, CANCELLATION OF
DOCUMENTS REGISTERED SALE DEED WITH
PERMANENT INJUNCTION.**

Respectfully Sheweth:-

- 1- That brief facts for filing the instant suit are that the plaintiffs are owners in possession of property as inherited property measuring 20-Kanals, falls in Khasra No.6109/1K-12M, 6110/7K-12M, 6111/7K-12M, 6119/8K-0M, 6120/8K-0M,

6121/1K-14M, 6122/8K-0M, 6123/8K-0M,
6124/6K-0M, 6131/6K-0M, 6132/8K-0M,
6133/5K-0M, 6134/1K-13M, total 13-Qitat
77K-13M, inherited/partitioned 400/1553,
20K-0M, vide Mutation No.5217, inherited
Khatouni for the year 1994-95, situated at Mouza
Haooli, Tehsil Cantt., District Lahore and the
plaintiffs are still cultivating the above said land for
the last so many years.

- 2- That few days back, the plaintiffs came to know that the defendants with malafide intentions and ulterior motives and just to usurp the inherited property of the plaintiffs got prepared a false, frivolous and forged sale deed vide Document No.16589, Volume No.3051, Book No.1, Dated 10.12.2009 and the same was prepared just to deprive the plaintiffs from their valuable property / rights.

- 3- That the plaintiffs never sold out the above said their inherited property to the defendants nor they received even a single penny from the defendants and all the transaction was held while keeping all the plaintiffs in dark and by way of fraud and forgery, the defendants got prepared the above said sale deed and on the basis of sale deed in question, defendants are aiming the ownership of the above said property.
- 4- That it is pertinent to mention here that the ___ proceedings were conducted by the revenue authorities and Girdawari also in the name of the plaintiffs and the defendants have no concern with the above said property and they got prepared the above said property just to deprive the plaintiffs from the inherited property.
- 5- That it is pertinent to mention here that one brother of the plaintiffs namely Umer Hayat died on

26.09.2009, but the forged sale deed was got registered on 10.12.2009 and at that time, the brother of the plaintiffs was died and forged thumb impressions of the deceased brother of the plaintiffs was imposed upon the said forged sale deed and being brothers and sisters of the said deceased brother, the plaintiffs have fully competent to file the present suit being predecessor-in-interest of deceased.

- 6- That it came to know to the plaintiffs and defendants are going to sell the said inheritance of the plaintiffs to someone and if they plaintiffs would be bound to suffer an irreparable loss and injury by the hands of the defendants alienation of the above said property and mis-carriage of justice.
- 7- That _____

Declaring that the plaintiffs are lawful owner of the suit property fully detailed in Para No.1 as well as in the annexed documents, and the document/ registered deed got prepared by the defendants through fraud and forgery bearing registered deed No.16589, Book No.1, Volume No.3051, registered by the Sub-Registrar Nishter Town, Lahore may please be declared as cancelled being void and ab-initio, having no effect upon the rights of the plaintiffs.

Further prayed that the defendants be restrained, not to interfere in the peaceful/physical possession of the suit property and by way of permanent injunction, the defendants may please be restrained permanently mortgage, alienate or dispose of the said land to any one on the basis of said forged document, in any manner whatsoever.

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

Plaintiffs

Through:-

Safia Anwar

Advocate High Court
6-Tuner Road, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of March, 2024 that the contents of the above amended 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.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

1. Shamim Akhter
2. Azra perveen
3. Amna Akram
4. Bilquees Khanam
5. Nargis Sitara

residents of Street NO.3/16, Gunj Mugharli
Pura city Lahore Cantt 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. ___ 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) _____. (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
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

Shamim Ahmed Khan son of Muhammad Nawaz Khan, resident of
House No.17, Street No.27, Aziz Colony, Shahdara, Lahore.

Plaintiff

VERSUS

1. **Sehar Pasha** daughter of Safwan Mustafa, resident of House
No.239, Mehran Block, Allama Iqbal Town, Lahore.
2. **Muhammad Fiaz** XEN Sub-Division Allama Iqbal Town,
Lahore.
3. **Salman** SDO Sub-Division Canal Road, Lahore.

Defendants

SUIT FOR RECOVERY OF DAMAGES FOR AMOUNT OF
RS.10,13,00,000/-.

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 plaintiff Shamim Ahmed Khan son of Muhammad Nawaz Khan took Ground Floor Portion, situated at House No.239, Mehran Block, Allama Iqbal Town, Lahore on rent from defendant No.1 23.05.2023. The period of rent was fixed for one year.
3. That the plaintiff paid rent to defendant No.1 regularly for two months, plaintiff his wife and three daughters are living in the said portion, the daughters are getting education.
4. That in the third month defendant No.1 started to tease plaintiff and forced to vacate the property, on which brother of the plaintiff requested that it required huge amount for shifting and it is not an easy task, defendant No.1 should complete one year of the stipulated rent period but defendant No.1 started teasing.
5. That the defendants Nos. 2&3 with connivance of defendant No.1 illegally disconnected the electricity supply of plaintiff and removed the meter, while no amount was due on part of plaintiff.
6. That the plaintiff time and again requested defendant No.1 that daughters are under education, the electricity is basic necessity of life, it is difficult to live without electricity and there are also difficulties in their education, but defendants did not pay any heed to it, contrary to it they moved applications.
7. That defendants on 28.10.2023 illegally disconnected the electricity supply and also removed the meter.
8. That the plaintiff, his family lived in the house for 20-Days, they did not use washroom and kitchen, the

education of daughters was adversely effected and remained under stress, inconvenience due to act of defendant.

9. That defendants have caused huge mental agony, stress, inconvenience to plaintiff's brother and defendant No.2 has misused his powers, hence they are liable to pay following damages:
 - i. Damages Rs.10,00,00,000/-
 - ii. Mental torture, agony charges Rs.10,00,000/-
 - iii. Lawyers Fee Rs.300,000/-

Total Rs.10,13,00,000/-

10. That although the above said amount is not sufficient as compared with the actual loss but for the time being the plaintiff claims Rs.10,13,00,000/- and reserve the rights to claim further if so desire.
11. 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.
12. 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.
13. That the parties are residing and cause of action accrued at Lahore, hence this Honourable 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 Rs.10,13,00,000/- and appropriate court feeshall 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.10,13,00,000/- 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

Khalid Zafar Cheema
Advocate High Court

Kashif Bhatti
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of November, 2023 that the contents of the above said plaint from Paras No.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:

Shamim Ahmed Khan **Vs.** Sehar Pasha etc.

(SUIT FOR RECOVERY OF DAMAGES)

**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 transferring, selling, alienating suit property and her property may very kindly be attached 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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Shamim Ahmed Khan **Vs.** Sehar Pasha etc.

(SUIT FOR RECOVERY OF DAMAGES)

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

AFFIDAVIT OF:

Shamim Ahmed Khan son of Muhammad Nawaz Khan, resident of House No.17, Street No.27, Aziz Colony, Shahdara, 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
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.

Deponent

GENERAL POWER OF ATTORNEY

BY THIS GENERAL POWER OF ATTORNEY, made day of , 2023, I **Shahzad Ilyas** son of Muhammad Ilyas, resident at House No.17, Shajar Rah, Taj Bagh Scheme, Lahore, presently Saudia Arbia having CNIC # 42201-2219120-1, (Hereinafter referred to as “**The Executant**”) hereby constitute and appoint my general attorney to my real sister **Shazia Azam** daughter of Muhammad

Ilyas, residing at House No.17, Shajar Rah, Taj Bagh Scheme, Lahore having CNIC # 35201-6892458-6. (Hereinafter referred to as "**General Power of Attorney Holder**".

The executant is inherited owner of/share holder of House No.267-A, land measuring 1-Marla, 196-Sqft., 10-1/2-Inch out of the total land measuring 15-Marlas, bearing Property No.S-W-38-R-267, situated at Ravi Road, Lahore vide Document No.11729, Book No.1, Volume No.6035, Dated 26.04.1975.

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 cancel General Power of Attorney bearing Document No.433, Book No.4, Volume No.177, Dated 30.03.2007,

registered in the office of Data Gunj Baksh Town, Lahore which was obtained by fraud.

4. To cancel the Sale Deed bearing Document No.2320, Book No.1, Volume No.3592, Dated 29.04.2023, Sub-Registrar Data Gunj Baksh Town, Lahore, which was executed and registered with fraud on behalf of Muhammad Shahid son of Muhammad Bashir.
5. To sell / execute mortgage the above said share of the property to any person.
6. To appoint Special Attorney and delegate powers to prosecute the suits regarding the above said property.
7. 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.
8. To file suits, replication, suit for partition, plaints and verify, written statement, applications, reply applications, petitions of claims and objections, writ, revision, 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 also to submit affidavits, lower courts upto supreme court.

9. To reconcile the matter through arbitrator.
10. To register criminal case against the fraudulent persons.
11. To purchase stamp papers on behalf of executant, if needs to refund the same.
12. 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.
13. To manage or improve the said Property by herself 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.

14. 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.
15. 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 SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Shahzad Ahmed son of Bashir Ahmed Tariq, resident of House No.7, Street No.1, Mohallah Falqan Complex No.1, Toufail Road, Cantt., Lahore.

Plaintiff

V E R S U S

- 1. Bashir Ahmed Tariq** son of Sher Muhammad,
- 2. Sajida Tariq** wife of Bashir Ahmed Tariq
- 3. Shabana Nadeem Qureshi** daughter of Bashir Ahmed Tariq
- 4. Mona Tariq** daughter of Bashir Ahmed Tariq
- 5. Faraz Ahmed Tariq** son of Bashir Ahmed Tariq residents of House No.7, Street No.1, Mohallah Falqan Complex No.1, Toufail Road, Cantt., Lahore.
- 6. Defense Housing Authority** through its Director

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 No. 7, Sector-G, (Commercial) Phase-I, situated at Cantt-13, Lahore.** (Hereinafter called the **Suit Property**).
Copy of allotment letter 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 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 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:-

Adnan Ahmed Butt
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 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:

Shahzad Ahmed **Vs.** Bashir Ahmed Tariq 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

till the final decision of the suit.

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

Petitioner

Through

Adnan Ahmed Butt
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Shahzad Ahmed **Vs.** Bashir Ahmed Tariq 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:

Shahzad Ahmed son of Bashir Ahmed Tariq, resident of House No.7, Street No.1, Mohallah Falqan Complex No.1, Toufail Road, 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 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

IN THE LAHORE HIGH COURT, LAHORE.

Writ Petition No. _____ /2023

***Shahriyar Anjum Khan son of _____
Alfallah Town, Chung Khurd, Lahore.***

Petitioner

V E R S U S

1. ***Registrar Cooperative Housing Society
Punjab, Lahore.***

Respondent

**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 Punjab Small Industries Cooperative Housing Society, Cantt. Lahore is under the control of the respondent, the said society is violating all the rules, laws and regulations, wherein two persons are Saeed Usmani and other is Zaheer Babar.

3. That the said persons since 2012 are blackmailing the lacs of persons from different plate forums.
4. That the said Saeed Usman & Zaheer Babr in the year 2013 got approved the map of society from Walton Cantt Board Lahore with connivance of its employees wherein the said persons included the office of society in Khasra No.463 Mouza Chung Khurd, Lahore.
5. That now the said persons are going to approve another map of society from office of Cantonment Board and are showing the office of society in Khasra No.469.
6. That in both above maps society even did not know exact Khasra number where the office of society is situated and by this

act the ownership of the different owners is being effected, even the Khasra number of their own houses also changed and the persons who have spent whole amount of their life for purchase of property, their property is being given to other person. This act of society shows that there is some fraud is existing, the demarcation of Khasra number is essential, so that the owners would be saved from heavy losses.

7. That the said persons have made khasra number as per their own wish and will from Chatri Chowk to Paniwali Tank Main Road, they have gathered Khasra No.416 & 376 in near to each other while actually they are so far away from each other,

while there should be Khasra No.413, 414 & 415, the society is bound to demarcate the said whole land, if this land is not ownership of society, then it should be get vacated.

8. That the society has made BI commercial area in Khasra No.433, while in surroundings there is nowhere existing Khasra No.432 and until demarcation the construction is liable to be stopped so that the citizen would be saved from heavy losses.
9. That according to map of society the A Block is at commercial site and D Block is at drain side, most of the area of the society is outside the surroundings of Khasra number.
10. That the petitioner and may other owners have bona fide purchased the land over Khasra

No.496, 497, 498, 499, 500, 501, Al-Falah Town, Mouza Chung Khurd, and there are 2000 owners in possession, all the persons have constructed their houses and are living there. The society with malafide intention has included these Khasra numbers in their new map, while the society is not owner of land in these Khasra numbers, so CEO Walton Cantt. Board is liable to be restrained from approving new map of society.

11. That the petitioner in this regard moved written application to the respondent but no action has been taken in this regard and application is being hanged up so far.
12. That the petitioner has no other efficacious and speedy remedy

except to invoke the constitutional jurisdiction of this Hon'ble Court.

PRAYER:

Under the above said circumstances it is, therefore, most respectfully prayed that Writ Petition in hand may kindly be accepted and respondent may very kindly be directed to decide the pending application of the petitioner expeditiously.

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

Petitioner

Through

Khalid Mahmood
Advocate High Court

CNIC #
Cell #

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. _____ /2023

In re:

*Shahriyar Anjum Khan Vs. Deputy
Commissioner etc.*

**WRIT PETITION UNDER ARTICLE 199 OF THE
CONSTITUTION OF THE ISLAMIC REPUBLIC
OF PAKISTAN, 1973.**

AFFIDAVIT OF: *Shahriyar Anjum Khan son of Muhammad Rasheed, resident of Chak No.673-G.B, Sadu Junaid, Pir Mehal, District Toba Take Singh.*

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 December, 2023 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._____ /2023

IN

Writ Petition No._____ /2023

In re:

*Shahriyar Anjum Khan Vs. Deputy
Commissioner etc.*

**APPLICATION UNDER SECTION 151 CPC FOR
DISPENSING OF DOCUMENTS.**

Respectfully Sheweth;-

1. That the petitioner 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.

Petitioner

Through
Advocate High Court

IN THE LAHORE HIGH COURT, LAHORE.

C.M. No. _____ /2023

IN

Writ Petition No. _____ /2023

In re:

Shahriyar Anjum Khan **Vs.** *Deputy*

Commissioner etc.

**APPLICATION UNDER SECTION 151 CPC FOR
DISPENSING OF DOCUMENTS.**

AFFIDAVIT OF: *Shahriyar Anjum Khan son of Muhammad Rasheed, resident of Chak No.673-G.B, Sadu Junaid, Pir Mehal, District Toba Take Singh.*

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.

Deponent

IN THE LAHORE HIGH COURT LAHORE.

Writ Petition No. _____ /2023

In re:

*Shahriyar Anjum Khan Vs. Deputy
Commissioner etc.*

I N D E X

S. #	DESCRIPTION OF DOCUMENT	DATED	PAGES
1.	<i>Writ Petition with affidavit</i>		
2.	<i>Copy of the application as <u>Annexure-A.</u></i>		
3.	<i>Copy of the relevant document as <u>Annexure-B</u></i>		
4.	<i>Application for dispensation with affidavit</i>		
5.	<i>Power of attorney.</i>		

Petitioner

Through
Advocate High Court

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:-

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._____ /2024

Shahid Javaid son of Muhammad Tufail, resident of House No.15, Street No.15, Usman Street, Mohallah Chaudhary Park, Bilal Gunj, Lahore.

Plaintiff

VERSUS

Tahir Javaid son of Muhammad Tufail, resident of House No.15, Street No.15, Usman Street, Mohallah Chaudhary Park, Bilal Gunj, Lahore.

Defendant

**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 defendant 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 defendant 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 defendant want to alienate the valuable, front portion of suit property.

4. That the plaintiff made the defendant 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 defendant 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 defendant in connivance with each other and without any separate partition showed

intention to alienate, transfer or sell the suit property, the plaintiff made the defendant again realized that the suit property has not been partitioned yet, so the defendant cannot sell or alienate the same until and unless the suit property is partitioned by mutual understanding or by other means but the defendant refused to do the needful, hence this suit.

7. That the defendant 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 defendant 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 defendant firstly when it came into the knowledge of the plaintiff that the defendant are

trying to alienate the suit property to someone else without specific partition and finally when the defendant 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 defendant with cost and the suit property may very kindly be partitioned among the plaintiff and defendant 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 defendant by restraining the defendant 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:

Shahid Javaid **vs.** Tahir Javaid 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:

Shahid Javaid **vs.** Tahir Javaid 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: Shahid Javaid

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 MR. ASAD IMRAN RAWN, WORTHY GUARDIAN JUDGE, LAHORE.

Guardian case No.4146/G.C/2019

Shaheen Shafi daughter of Muhammad Shafi, resident of Post Office Ali Pur, Mohallah Jinnah Colony, Ali Pur, District Muzaffar Garh.

Petitioner

Versus

Public-at-Large.

RESPONDENT

APPLICATION FOR PERMISSION TO SELL THE PROPERTIES OF THE MINORS NAMELY (1) AWAIS ALI QARNI (SON) DATE OF BIRTH 07.08.2012 (2) BAKHTAWAR SHAHZAD (DAUGHTER) DATE OF BIRTH 26.07.2013.

Respectfully Sheweth:-

1. That the above titled guardian case was decided on 17.11.2020 by this Honourable Court and the petitioner was appointed as guardian for person and guardian of properties of the minors namely (1) Awais Ali Qarni (son) date of birth 07.08.2012 (2) Bakhtawar Shahzad (daughter) date of birth 26.07.2013 in the said case.
2. That the minors are school going and the petitioner/guardian has no source of income. To properly look after the minors and to fulfill the educational expenses and medical expenses of the said minors, it is necessary to sale out the properties of the minors.
3. That the guardian/petitioner seeks permission from this Hon'ble Court to sell the respective share of the said minors in Properties i.e. (1) Awami Flat No.4, Property No.SW-IV-A4, measuring 300-Sq.Ft., situated at Rewaz Garden, Lahore, (2) Land measuring 7-Marlas, 42-Sq.Ft., bearing Khasra No.2649/2648, Property No.S-83-R-NA-1, situated at Lake Road, Lahore, (3) Land measuring 6-Marlas, 32-Sq.Ft. bearing Khasra No.2650/2653, situated at Lake Road, Lahore and to spend the said money for the above said purpose and permitted to may be used for the

education, health, growing up and the welfare of the said minors. This is the application for the permission from this Hon'ble Court to sell the share of the said minors in the interest of justice.

4. That if the instant application is not allowed, the petitioner is bound to suffer an irreparable loss and injury.

In view of above said circumstances it is, therefore, most respectfully prayed that the permission to sell the share of the said minors may very kindly be granted for the welfare of the minors, the petitioner being guardian shall maintain a complete account of the income and expenses of the minors' share/properties.

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

Petitioner

Through

Ch. Hamid Raza
Advocate High Court

**IN THE COURT OF MR. ASAD IMRAN RAWN, WORTHY
GUARDIAN JUDGE, LAHORE.**

In re:

Shaheen Shafi **vs.** Public-at-large

**APPLICATION FOR PERMISSION TO SELL THE
PROPERTIES OF THE MINORS.**

AFFIDAVIT OF: Shaheen Shafi daughter of Muhammad Shafi, resident of Post Office Ali Pur, Mohallah Jinnah Colony, Ali Pur, District Muzaffar Garh.

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 LEARNED CIVIL
COURT, LAHORE.

In re:-

Muhammad Shahbaz Vs. Saddique Masih

(SUIT FOR SPECIFIC PERFORMANCE AND PERMANENT
INJUNCTION)

**APPLICATION ON BEHALF OF DEFENDANT FOR
SETTING ASIDE EX-PARTE PROCEEDINGS/ORDER
DATED _____.**

Respectfully Sheweth:-

- i. That the above titled suit is pending adjudication in this Honourable Court and is fixed for today.
- ii. That previous counsel totally misled applicant and even did not inform applicant about the accurate proceedings, which resulted into ex parte order _____. The non-appearance of the applicant was neither intentional nor deliberate.
- iii. That the ex-parte proceedings order is liable to be set-aside inter-alia on the following amongst other:-

GROUNDS

- a. 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 and law demands decision of cases on merits rather than technicalities.
- b. That it is a fundamental right of the applicant/defendant to defend the present case in accordance with the law and facts.
- c. That the applicant/defendant is condemned unheard.
- d. That the applicant/defendant has a lot of material to present and submit before this Hon'able Court in his favour for the dismissal of the above titled suit.
- e. That if the ex-parte proceedings/order 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 the ex-part~~e~~ order dated _____ may kindly be set-aside and the applicant be allowed to defend the suit on merits in the interest of justice.

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

Applicant/Defendant

Through

Iftikhar Hussain Chaudhary
Advocate High Court

IN THE COURT OF

LEARNED CIVIL

COURT, LAHORE.

In re:-

Muhammad Shahbaz Vs. Saddique Masih

(SUIT FOR SPECIFIC PERFORMANCE AND PERMANENT
INJUNCTION)

APPLICATION ON BEHALF OF DEFENDANT FOR
SETTING ASIDE EX-PARTE PROCEEDINGS/ORDER
DATED _____.

AFFIDAVIT OF:

Muhammad Mehmood son of Hafiz
Zia-ul-Islam, resident of House
No.513-D, Block-D, Statellite Town,
Rawalpindi.

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

That the contents of the accompanying **Application**
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 HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

*Shahbaz Ahmad son of Mian Abdul Ghani, resident
of House No.274, Block-14, Sector-B1, Township,
Lahore.*

APPELLANT

Versus

1. Abdul Hammad son of Mian Abdul Ghani, resident of House No.274, Block-14, Sector-B-I, Township, Lahore.
2. Saadia Anjum wife of nasrullah, resident of Copster Hill Road, 265, Manchester, Oktham, OLS-3DL, United Kingdom. Permanent address House No.274, Block-14, Sector-B-I, Township, Lahore.
3. Nazia Rani wife of Muhammad Zahid, resident of Mandi Wali Gali, House No.20-D, Mohallah Waris Colony, Wahdat Road, Lahore.
4. Fouzia Kanwal wife of Nabeel, resident of House No.235, Block-I, Sector-B-II, Township, Lahore.
5. Sumera Rani wife of Nabeel Khalid, resident of Mohallah Gujranwala Kot Moman, District Sargodha.
6. LDA through its District General, Office at 467-DII, Johar Town, Lahore.

RESPONDENTS

**APPEAL: UNDER ORDER XLIII, RULE 1 CPC AGAINST
THE ORDER DATED 08.11.2023, PASSED BY
Mr. ZAHEER AHMAD, LEARNED CIVIL JUDGE,
1ST CLASS, LAHORE, WHEREBY STAY
APPLICATION WAS DISMISSED.**

Respectfully Sheweth:

1. That the brief facts giving rise to file the instant appeal are that the father of

the private parties of the instant appeal namely Abdul Ghani was an employee in District Sargodha as Tube-well Operator, who was retired on 31.08.1999, who after getting gratuity and pensionary benefits shifted to Lahore alongwith his family and started living in House No.273, Block-14, Sector-B1, Township, Lahore on rent meantime, on 20.12.2003, the brother-in-Law of said Abdul Ghani namely Main Mushtaq Ahmad son of Muhammad Sharif purchased House No.274, Block-14, Sector-B1, Township, Lahore through agreement to sell against total consideration of Rs.13,85,000/-. After payment of earnest money by said Mian Mushtaq Ahmad, he offered to Abdul Ghani to purchase the property in question from

him. Ultimately the total amount received by Abdul Ghani as pensionary benefits and his savings were paid to his brother-in-Law namely Mian Mushtaq and got transferred the property in question on 26.12.2003 in the name of respondent No.1, who is real brother of appellant and elder son of said Abdul Ghani. Soon after the purchase of property in question the private parties to the instant appeal alongwith their parents started residing in it at the time of purchase the said property was double story house (ground and 1st story), whereas, Abdul Ghani later sold out his house measuring 6-Marlas comprising of Khewat No.255, Khatouni No.1091, square No.106, situated in Mouza Kot Momin, vide agreement dated 04.02.2005

and whatever the amount he got from the said sale was spent on the construction of 2nd and 3rd stories of the property in question. Later the private parties to the instant appeal jointly started business of General Store with the name & style of "Al-Fateh Grocery Store" on ground floor of the property in question with the financial support of their father., whereas the respondent No.1 started residing in second floor whereas the appellant was started residing in third floor of the property in question. Moreover the 1st floor was remained on rent. However, after almost 14-years the Store was closed and the ground floor came in the possession of the appellant from June, 2019, whereas, first floor came in

the possession of respondent No.1. Earlier the 1st Floor was rented out by the appellant with the consent of his father and respondents in the year of 2018 but later the same was got vacated. It is also added that the front side of the ground floor has been rented out by the respondent No.1 with the consent of the appellant and the respondent No.1 was used to pay half rent to the appellant.

2. That as it is narrated in the preceding paras that the total money spent on the purchase of the property in question and on the construction of second and third story thereof was borne by Abdul Ghani the father of the private parties of the instant appeal and transferred the property in question in the name of

respondent No.1 as ostensible owner (Baynamidar) however for the time and again it was announced by Abdul Ghani that his children are owners of the property in question equally and respondent No.1 is duty bound to transfer their shares accordingly. As such said Abdul Ghani, who was real owner of the property in question died on 12.08.2019, leaving behind appellant and respondents No.1 to 5 as his legal heirs. Soon after the death of Abdul Ghani, the respondent No.1 himself mentioned in front of the family members that he will transfer due shares of the appellant and respondents No.2 to 5 soon but later he became dishonest and greedy and in January, 2022, he demanded vacant possession of

ground floor and third floor of the property in question from the appellant and also stopped the half rent used to handover to the appellant by him. On this development the appellant contacted to his maternal uncle, who are living in the neighborhood to realize to the respondent No.1 that he is not real owner of the property in question nor he has paid sale consideration but he is only ostensible owner, therefore the property in question is under joint ownership of the appellant and respondents NO.1 to 5 as children of Abdul Ghani, who was the real owner of the property in question but despite the hectic efforts of the appellant and his maternal uncles, the respondent No.1 refused to accede the genuine and lawful

requests, ultimately the appellant filed suit for declaration with permanent injunction and consequential relief on 21.02.2022 in which stay was granted and injunctive order with regard to alienation of the property in question was passed and during trial the respondents No.2 to 5 appeared in the court and submitted conceding written statement but even than the stay application was dismissed on 08.11.2023 by Mr. Zaheer Ahmad, Learned Civil Judge, Lahore without applying judicious mind against the law and facts which order is void ab-initio without jurisdiction as such not liable to be sustained under the law, inter-alia on the following:

GROUNDS

a. That the impugned order is against the law and facts.

b. That the observation given by the trial court with regard to ownership of the property in question is not sustainable under the law as the claim of the appellant is that the respondent is ostensible owner and provided ample evidence to substantiate his claim. Moreover, the respondents NO.2 to 5, who are real sisters of the appellant and respondent No.1 are also appeared in the court and submitted conceding written statement which substantiated the averments of the suit. Therefore, without recording evidence the dismissal of the stay application is not warranted under the law.

c. That the observation of the trial court with regard to claiming any right in the property in question by Abdul Ghani is also against the law and facts as it is stated by the appellant in the suit that time and again it was announced by deceased Abdul Ghani in front of the family members that respondent No.1 is ostensible owner and he himself was the real owner and after his death his children will get property as per Muslim Personal Law. This aspect is altogether ignored by the trial court. This fate could only be decided after recording evidence.

d. That the learned trial court ignored 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 recalled he shall suffer an irreparable loss and injury.

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

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

g. That the learned trial court did not pay due attention and consideration to the documentary evidence available on record and decided the application arbitrarily and whimsically without appreciating the merits of the case.

PRAYER:

Under the above circumstances, it is most respectfully prayed that by accepting the instant titled appeal, the

impugned order dated 08.11.2023 may very kindly be set aside and Application under Order XXXIX, Rules 1 & 2 CPC may very kindly be accepted in the larger interest of justice.

It is further prayed that during the pendency of the titled appeal, the respondent No.1 may kindly be restrained from interfering in the possession of the appellant to the extent of ground floor and 3rd floor of the property in question illegally, unlawfully and also the respondent NO.1 be restrained from alienating the property in question to anyone else except to the appellant and respondents No.2 to 5 to the meet the ends of justice.

It is further prayed that the operation of the impugned order dated 08.11.2023 may also be suspended meantime.

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

APPELLANT

Through

Ijaz Ahmad Khan
*Advocate Supreme Court
I-Moznag Road, Lahore.*

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

Civil Appeal No. _____ /2023

In re:

Shahbaz Ahmad Vs. Abdul Hammad etc.

(APPEAL UNDER ORDER XLIII CPC)

AFFIDAVIT OF: Shahbaz Ahmad

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:

Shahbaz Ahmad Vs. Abdul Hammad 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 08.11.2023.

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 08.11.2023 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

Ijaz Ahmad Khan
*Advocate Supreme Court
I-Moznag Road, Lahore.*

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

Civil Appeal No. _____ /2023

In re:

Shahbaz Ahmad Vs. Abdul Hammad 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 08.11.2023.

AFFIDAVIT OF: Shahbaz Ahmad

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 "Shahbaz Ahmad Vs. Abdul Hammad etc." has been prepared ready to be filed before District and Sessions Judge Lahore, against the order dated 08.11.2023 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:

Shahbaz Ahmad Vs. Abdul Hammad 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 Supreme Court

IN THE COURT OF **LEARNED CIVIL**
JUDGE, LAHORE.

In re:-

Shahab Din Vs. _____

(SUIT FOR DECLARATION WITH PERMANENT
INJUNCTION)

Shaukat Ali son of Allah Buksh, resident of Village Rasoolpur, Raiwind Road, Thokar Niaz Baig, Lahore.

Applicant

Versus

1. Shahab Din son of Shams Din, resident of Rasoolpur, Raiwind Road, Thokar Niaz Baig, Lahore.
2. Abid Ali son of Muhammad Ali Chaudhary resident of House No.20-R Lazar Colony, Judicial Colony, Phase-2, Raiwind Road, Thokar Niaz Baig, Lahore.
3. Sheikh Muhammad Idrees son of Sheikh Muhammad Ishhaq, resident of House No.12, Opposite Caltex Petrol Pump, Queens Road, Lahore.

Respondents

**APPLICATION UNDER SECTION 12 (2) CPC READ WITH
SECTION 151 CPC ON BEHALF OF APPLICANT FOR
SETTING ASIDE JUDGMENT AND DECREE DATED
28.10.2020 IN THE ABOVE TITLED CASE, WHICH WAS
OBTAINED THROUGH FRAUD, CONCEALMENT OF
ACTUAL FACTS AND MISREPRESENTATION.**

Respectfully Sheweth:-

1. That the brief facts of the instant application are that respondent No.3 filed above suit against respondents No._____ and obtained the judgment and decree dated 28.10.2020 through fraud, concealment of facts while concealing the real, true and actual facts from this Honourable Court. The respondent No.3 with malafide intention and ulterior motives did not implead/array the applicant as party in the proceedings of the case.
2. That the plaintiff has fraudulently and by misrepresentation obtained a judgment and decree which has no value in the eyes of law and is liable to be set aside inter-alia on the following:

GROUND

- a. That the petitioner has been allotted land measuring _____ in Mouza Niaz Baig, District Lahore including the land measuring _____ Khasra No.11024, Khatouni No.973,

situated at Mouza Niaz Baig, Lahore by Federal Land Commission of Pakistan, under Para No.18(3) of Marshal Law Regulation No.115 of 1972. This is in exclusive use and occupation of the petitioner for all intents and purposes.

- b. That the land was allotted to the petitioner in the year ____, since then the petitioner is in exclusive possession of the property.
- c. That the allotment order was challenged through writ petition No.3077/2015, in which Honourable Lahore High Court, Lahore remanded back the case regarding the allotment of the petitioner to Federal Local Commission for deciding the case of the
- d.
- e.
- f. That the plaintiff obtained the impugned judgment and decree through fraud, misrepresentation, cheating and by concealing the actual facts from this Hon'able Court hence is liable to be set-aside.

- g. That the facts narrated in the suit by the respondents are false, frivolous and misconceived.
- h. That this Honourable Court can cancel review or recalled this judgment and decree under inherited powers.
- i. That the judgment and decree has been passed with grave miscarriage of justice and its setting aside is call of justice and good conscious.
- j. That the *applicant/defendant* has not been properly served according to law.
- k. That as elucidated above, the applicant neither received any notice nor was aware about the pendency of the suit and they came to know about the said judgment and decree just a week ago.
- l. That the applicant/defendant neither received any notice nor summon etc. issued from this Hon'ble Court and even never got knowledge regarding the pendency of above titled suit.

- m. That it is settled law and the direction of the apex court that the cases should be decided on merits instead of technicalities and nobody will condemned unheard.
 - n. That it is a fundamental right of the applicant/defendant to defend the present case in accordance with the law. That the material facts which have not been brought into the knowledge of this Hon'able Court, there were necessary for assistance of this Honourable Court for deciding the matter on merits.
 - o. That if the impugned judgment and decree is not set-aside the applicant/defendant shall suffer irreparable loss and injury.
3. That if this Honourable Court is not recalled, very or set aside the judgment and decree, the petitioner shall suffer irreparable loss and injury of his valuable property.

PRAYER:

Under the above said circumstance it is therefore, most respectfully prayed that the judgment and decree dated 28.10.2020 passed in the above titled case may kindly be set-aside.

It is further prayed that operation of judgment and decree dated 28.10.2020 may very kindly be suspended and execution proceedings may kindly be stayed.

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

Applicant
Through
Counsel

Advocate High Court

APPLICATION 12 (2) CPC.

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 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

(APPLICATION 12 (2) CPC)

APPLICATION UNDER SECTION 151 CPC
FOR SUSPENSION OF OPERATION OF
JUDGMENT AND DECREE DATED 28.10.2020
AND FOR STAYING EXECUTION
PROCEEDINGS.

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.

PRAYER:

It is, therefore, most respectfully prayed that the operation of judgment and decree dated 28.10.2020 may very kindly be suspended and execution proceedings may very kindly be stayed in the interest of justice till the final disposal of instant application.

Ad-interim injunctive order may also be passed.

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

Applicant

Through

Counsel
Advocate High Court

(APPLICATION 12 (2) CPC)

APPLICATION UNDER SECTION 151 CPC
FOR SUSPENSION OF OPERATION OF
JUDGMENT AND DECREE DATED 28.10.2020
AND FOR STAYING EXECUTION
PROCEEDINGS.

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 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

(APPLICATION 12 (2) CPC)

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

Respectfully Sheweth;-

1. That the applicant has filed the titled application in this Honourable Court, which is yet to be fixed for hearing.
2. That the contents of the application 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 application 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 application 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

**Counsel
Advocate High Court**

(APPLICATION 12 (2) CPC)

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

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 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

To,

***The Worthy District & Sessions Judge,
Lahore.***

Sub:APPLICATION FOR ENTRUSTING OF

ACCOMPANY APPLICATION UNDER SECTION

12 (2) CPC TO ANY COURT OF COMPETENT

JURISDICTION.

Venerably supplicated as under:

*That the applicant has to file an application under
Section 12 (2) of CPC passed by Mr./Ms.
_____, learned Civil Judge, Lahore for
challenging judgment and decree dated 28.10.2020.*

*That the court of Mr./Ms. _____,
learned Civil Judge, Lahore has been abolished.*

*It is, therefore, respectfully prayed that
application may very kindly be accepted and
Application under Section 12 (2) of CPC may very
kindly be entrusted to any other court of law.*

Applicant

Through

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2023

Shah Fahad son of Muhammad Sharif Bloch, Caste Bloch,
resident of Haji Usman Ghot Malair City, Karachi, Tehsil
& District Malair.

Plaintiff

V E R S U S

1. Sham-ud-din son of Badardin, resident of three Marla Scheme, Janna Abadi, Raiwind, Tehsil & District Lahore.

2. Sub-Registrar Allama Iqbal Town, Lahore.

3. Patwari Hadbust Mouza Jhudud Dir, Tehsil Raiwind, District Lahore.

Defendants

SUIT FOR DECLARATION AND CANCELLATION OF DOCUMENTS 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 tersely the facts necessitating for the filing of instant suit are that the plaintiff is the owner in

possession of Property/land measuring 13-Marlas,
71Sq.Ft. bearing Khewat No.145/157, Khatouni
No.317 to 324, Qitat-21, Salam Khata measuring
(94K, 16M) 121/142200 transfer share measuring
1M-138sq.Ft., Khewat No.141/153, Khatouni
No.313, Qitat-15, Salam Khata measuring (57K-12M)
7/64800 transfer Share measuring 28Sq.ft., Khewat
No.261/292, Khatouni No.545, Qitat-8, Salam Khata
measuring (44K-10M) 138/11125 transfer share
measuring 11M-9Sq.Ft. Khewat No.139/151,
Khatouni No.310, Qitat-4, Salam Khata measuring
(10K-5M) 121/46125, transfer share measuring
(121Sq.Ft).

- 3- That the defendant who is the real son of the plaintiff approached the plaintiff and requested to affix thumb impressions on some blank papers and

stamp papers for the purpose of obtaining some loan from the bank, the plaintiff being an illiterate lady affixed thumb impressions on the blank stamp papers/blank papers.

- 4- That the defendant having developed ill-will and malice in his mind, just to grab the whole piece of land, prepared a fabricated, false, frivolous **Sale Deed** in favour of defendant.
- 5- That _____ days ago, it has come to the knowledge of the plaintiff that the defendant prepared a false, fictitious and sale deed in respect of land referred to above.
- 6- That the sale deed referred to above in respect of the suit property is illegal, unlawful, fraudulent, having no sanctity and backing of law being the

result of fraud and having no bearing and effect upon the valuable rights of the plaintiff.

- 7- That the plaintiff neither appeared before any local commission nor signed and thumb marked the sale deed and all the proceedings in this respect are based on fraud and forgery, which renders the sale deed in respect suit property as illegal, fraudulent, therefore, the same deserves to adjudged so and liable to be canceled and delivered up.
- 8- That the plaintiff as owner is in actual physical possession of the suit property and the proceedings in respect of sale deed are fraudulent.
- 9- That the plaintiff has asked the defendants number of time to cancel false and bogus sale deed which is result of fraud and misrepresentation but

defendant flatly refused to do the needful, hence the present suit.

- 10- That the defendant has acquired the title of the land in his name after getting sale deed in his favour and is trying to sell the suit property to some other persons.
- 11- That the cause of action arose in favour of the plaintiff and against the defendant when the plaintiff came to know about the said sale deed and finally when the defendant flatly refused to listen the genuine and lawful request of the plaintiff and the same cause of action is still continuous.
- 12- 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.

- 13- That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs. _____/- and the requisite court fee shall be affixed as per order of this Honourable Court.

PRAAYER:-

Under the circumstances mentioned above it is, therefore, most respectfully prayed that a decree for declaration, cancellation may kindly be passed in favour of the plaintiff and against the defendant declaring that _____ fully described in body of plaint or any other document as illegal, unlawful and with fraud and the same may kindly be cancelled, which

*is not binding upon the plaintiff, in the interest
of justice.*

*It is further prayed that the defendant be
restrained through decree of permanent
injunction from transferring, alienating, and
selling the suit property to any other person in
any manner whatsoever.*

Costs of the suit be also awarded.

*Any other relief which this Hon'able Court
may deem fit and proper 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 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.

In re:

Shah Fahad Vs. Sham-ud-din 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 manner 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:

Shah Fahad Vs. Sham-ud-din 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: *Shah Fahad 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 MS. KIRAN NISHAT, LEARNED CIVIL JUDGE, LAHORE.

In re:

Muhammad Shageer Khan Vs. LESCO etc.

(SUIT FOR DECLARATION ETC)

APPLICATION UNDER SECTION 151 CPC FOR THE CORRECTION OF THE BILL FOR THE MONTH OF JANUARY 2024.

Respectfully Sheweth:

1. That the above titled suit is pending for adjudication before the Honourable Court and is fixed for today.
2. That the applicant has been paying monthly bill of electricity regularly as per court order dated _____ and the defendants with malafide intention issued the bill of month January 2024 amount of Rs.72,267/-, including the deferred amount by committing the contempt of court illegally, unlawfully.
3. That, whereas, the current bill of monthly December 2023 and January 2024 is Rs.4928/- & Rs.2704.54/- respectively
4. That the applicant with bonafide deposited the ordered amount.

5. That now the applicant has received the bill for the month of **October, 2022 of**

Rs.296,114/- including arrears of

Rs.286,546/- current bill is Rs.10,830/-.

6. That present application is being filed for the correction of impugned bill and issuance of current bill.

7. That if present application is not corrected, the applicant is bound to suffer an irreparable loss and injury.

It is, therefore, most respectfully prayed that application may very kindly be allowed, and respondents may very kindly be directed to correct the impugned bill for the month January 2024 and issue current bill and exclude of arrears from impugned bill and not to disconnect

the electricity supply of plaintiff and every month issue actual current bill in future as per consumption of petitioner.

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

Petitioner

Through:

Advocate High Court

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 July, 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 LAHORE HIGH COURT, LAHORE.

Writ Petition No._____ /2023

Shafqat Hussain son of Muhammad Rasheed, resident of Chak No.673-G.B, Sadu Junaid, Pir Mehal, District Toba Take Singh.

Petitioner

V E R S U S

1. **Deputy Commissioner**, District Toba Take Sing.
2. **Assistant Commissioner**, Pir Mehal, District Toba Take Sing.
3. **Tehsildar Pir Mehal**, concerned Chak No.673-G.B, District Toba Take Sing.
4. **Halqa Patwari** Halqa Chak No.673-G.B, District Toba Take Sing.
5. **Fakhar Abbas** son of Maqbool Ahmed, resident of Chak No.673-G.B, District Toba Take Sing.

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 the grandfather of the petitioner namely Baba Mastan Shah inaugurated the Mosque, Imam Bargha, Dera in the British Government the said Baba Mastan Shah was passed after passing the 163-years age. His shrine/Mazar is also there. The present petitioner is now the Sajada Nasheen of said Shrine Hazrat Baba Mastan Shah.
3. That the above said respondents especially the respondents No.4 & 5 are belong to the land mafia and they want to grab the land for making the house, moreover, they want to start the business of the property and sale and purchase

of the made house. For said purpose, the respondents No.4 & 5 are using the Government Machinery, which they have no right. The respondent No.5 who is the son of one Patwari and also is a property dealer, is a main investor in the said illegal acts.

4. That it is lawful duty of the respondents No.1 to 4 to protect this Islamic heritage and maintain the record according to the condition of the place/possession.
5. That is a lawful duty of the respondents No.1 to 4 to do the Khasra Gardawari according to the situation of the possession but the respondents are not doing their lawful duties and fake and fraudulent Khasra Gardawari are being made in record by the respondents No.1 to 4.

6. That the petitioner submitted the application to the respondent No.1 vide Diary No.1988 dated 14.03.2023, however, the respondents No.1 to 4 did not dispose of said application and also did not do the Khasra Gardawari according to the possession and situation of the said Shrine, Mosque, Imam Bargha, House of the petitioner etc.

Annexures-A&B.

7. That the respondents No.1 to 4 should be directed to dispose off the application and maintain the record according to the situation on the spot of the above said property.
8. That the petitioner has no other efficacious and speedy remedy except to invoke the constitutional jurisdiction of this Hon'ble Court.

PRAYER:

Under the above said circumstances it is, therefore, most respectfully prayed that Writ Petition in hand may kindly be accepted and the respondent No.1

may kindly be directed to dispose of the application vide Diary No.1988 Dated 04.03.2023 and respondents No.1 to 4 may kindly also be directed to maintain the record according to the possession and situation of the place/property.

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

Petitioner

Through

Khalid Mahmood
Advocate High Court

CNIC #
Cell #

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._____ /2023

In re:

Shafqat Hussain Vs. Deputy Commissioner etc.

**WRIT PETITION UNDER ARTICLE 199 OF THE
CONSTITUTION OF THE ISLAMIC REPUBLIC OF
PAKISTAN, 1973.**

AFFIDAVIT OF:

Shafqat Hussain son of Muhammad Rasheed, resident of Chak No.673-G.B, Sadu Junaid, Pir Mehal, District Toba Take Singh.

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 December, 2023
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. _____ /2023
IN
Writ Petition No. _____ /2023

In re:

Shafqat Hussain Vs. Deputy Commissioner etc.

**APPLICATION UNDER SECTION 151 CPC FOR DISPENSING
OF DOCUMENTS.**

Respectfully Sheweth:-

1. That the petitioner 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.

Petitioner

Through

Khalid Mahmood
Advocate High Court

CNIC #
Cell #

IN THE LAHORE HIGH COURT, LAHORE.

C.M. No. _____/2023
IN
Writ Petition No. _____/2023

In re:

Shafqat Hussain Vs. Deputy Commissioner etc.

**APPLICATION UNDER SECTION 151 CPC FOR DISPENSING
OF DOCUMENTS.**

AFFIDAVIT OF:

Shafqat Hussain son of Muhammad Rasheed, resident of Chak No.673-G.B, Sadu Junaid, Pir Mehal, District Toba Take Singh.

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.

Deponent

IN THE LAHORE HIGH COURT LAHORE.

Writ Petition No._____ /2023

In re:

Shafqat Hussain Vs. Deputy Commissioner etc.

I N D E X

S. #	DESCRIPTION OF DOCUMENT	DATED	PAGES
1.	<i>Writ Petition with affidavit</i>		
2.	<i>Copy of the application as <u>Annexure-A</u>.</i>		
3.	<i>Copy of the relevant document as <u>Annexure-B</u></i>		
4.	<i>Application for dispensation with affidavit</i>		
5.	<i>Power of attorney.</i>		

Petitioner

Through

Khalid Mahood

Advocate High Court
CNIC #

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____/2024

Muhammad Shafiq son of Muhammad Siddique, resident of House No.17-A, Street No.7, Farooq Park, Singpura, Lahore.

Plaintiff
V E R S U S

Muhammad Zikria son of Muhammad Idress, resident of House No.377, Jahanzaib Block, Allama Iqbal Town, Lahore.

Defendant

**SUIT FOR DECLARATION AND CANCELLATION OF
DOCUMENTS WITH PERMANENT INJUNCTION 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 land measuring 9-Marlas, 162-Sq.ft., bearing Khewat No.46/45, Khatouni No.67, Salam Qitat-1, land measuring (148K-5M-188Sqft.), transferred share 2187/667313 measuring 9-Marlas, 162-Sq.ft., Khasra No.194, Mutation No.835, dated 08.08.2012, Jamabandi Year 2004-2005, and present Khewat No.49/46,

Khatouni No.69, Khasra No.194, Jamabandi Year
2019-2020, situated at Main GT Road, Hadbust
Mouza Achant Garh, Tehsil Shalimar, District Lahore
(hereinafter referred called suit property).

- 3- That it is pointed out that plaintiff sale out **2-Marlas, 56-Sq.ft.** out of total above said land to the defendant but defendant having developed ill-will and malice in his mind, just to grab the whole piece of above said land, prepared a fabricated, false, frivolous **Sale Deed Document** **No.2346, Book No.1, Volume No.539, Dated** **07.07.2014, Sub-Registrar Gulberg Town,** **Lahore** in favour of defendant.
- 4- That on 08.03.2024, when the plaintiff received the record of above said property from the concerned department, it has come to the knowledge of the

plaintiff that the defendant prepared a false, fictitious sale deed in respect of land referred to above.

- 5- That the sale deed referred to above in respect of the suit property is illegal, unlawful, fraudulent, having no sanctity and backing of law being the result of fraud and having no bearing and effect upon the valuable rights of the plaintiff.
- 6- That the plaintiff neither appeared before any local commission nor signed and thumb marked the sale deed and all the proceedings in this respect are based on fraud and forgery, which renders the sale deed in respect suit property as illegal, fraudulent, therefore, the same deserves to adjudged so and liable to be canceled and delivered up.

- 7- That the plaintiff as owner is in actual physical possession of the suit property and the proceedings in respect of sale deed are fraudulent.
- 8- That the plaintiff has asked the defendant number of time to cancel false and bogus sale deed which is result of fraud and misrepresentation but defendant flatly refused to do the needful, hence the present suit.
- 9- That the defendant has acquired the title of the land in his name after getting sale deed in his favour and is trying to sell the suit property to some other persons.
- 10- That the cause of action arose in favour of the plaintiff and against the defendant when the plaintiff came to know about the said sale deed and finally when the defendant flatly refused to listen

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

- 11- 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.
- 12- That the value of the suit for the purpose of court
fee and jurisdiction is fixed Rs._____/- 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, cancellation may kindly
be passed in favour of the plaintiff and against***

the defendant declaring that _____ fully described in body of plaint or any other document as illegal, unlawful and with fraud and the same may kindly be cancelled, which is not binding upon the plaintiff, in the interest of justice.

It is further prayed that the defendant be restrained through decree of permanent injunction from transferring, alienating, and selling the suit property to any other person in any manner whatsoever.

Costs of the suit be also awarded.

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

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this _____ day of March, 2024 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.

In re:

Muhammad Shafiq Vs. Muhammad Zikria

(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 manner whatsoever.***

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

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE LAHORE.

In re:

Muhammad Shafiq Vs. Muhammad Zikria

(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:

Muhammad Shafiq son of
Muhammad Siddique, resident of
House No.17-A, Street No.7, Farooq
Park, Singpura, 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 therein.*

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

***Muhammad Shaban son of Ghulam Mustafa resident of
Amin Park No.2, Band Road Lahore.***

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Ravi Road, Lahore.
3. **Revenue Officer LESCO**, Division Ravi Road, Lahore.
4. **SDO LESCO**, Sub-Division, Amin Park, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

1. That an electricity meter under **Reference No.24111330361700U, Meter No._____** 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 Muhammad Iqbal son of Muhammad Ali, 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 **05.04.2024** 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 05.04.2024 bill Rs.7,59,457/-, including current bill Rs.4,94061/- 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 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:

Muhammad Shaban 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:

Muhammad Shaban 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 Shaban son of*

*Ghulam Mustafa resident of Amin Park No.2,
Band 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 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. _____ /2023

1. Ghulam Sarwar son
2. Shamim Akhter daughter
of Raj Ali, residents of House No.576/A1,
Mohallah Gulberg-III, Tehsil & District
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 father of plaintiffs namely Raj Ali son of Allah Ditta died on 10.12.2003 and he left behind the plaintiffs as his legal heirs. Parents of deceased had also been died. The deceased contracted only one marriage with Kaneez Akhter, who also died.

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

2. That the deceased Raj Ali left behind the property/House, land measuring 5-Marlas, through transfer/Possession Letter No. PT-576/A/1/2712, Dated 30.09.1969, Allotment Letter No. PT-576/A/1/4255, Dated 18.04.1965 issued by defendant No.2/concerned department.

Copy of ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Raj Ali and they are entitled to inherit the said property.
4. That the plaintiffs approached to defendant No.2 and informed about the death of Raj Ali and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Raj Ali, 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 Raj Ali. Hence this suit.

5. That the cause of action arose firstly when Raj Ali 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 is 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 Raj Ali 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

Malik Muhammad Qasim
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

Muhammad Umer Farooq Zafri son of

Plaintiff
V E R S U S

Muhammad Ameen son of

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 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.

- 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 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:

Muhammad Umer Farooq Zafri

Ameen

Vs. Muhammad

(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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Umer Farooq Zafri

Ameen

Vs. Muhammad

(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 **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

Muhammad Umer Farooq Zafri son of

Plaintiff

V E R S U S

Muhammad Ameen son of

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 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.

- 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 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:

Muhammad Umer Farooq Zafri

Ameen

Vs. Muhammad

(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:

Muhammad Umer Farooq Zafri
Ameen

Vs. Muhammad

(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
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

Sana Ullah son of Karamat Ali, Caste Jutt Sindhu, resident
of Manak, Tehsil Raiwind, District Lahore.

Plaintiff

V E R S U S

1. Muhammad Tariq

2. Muhammad Farooq

Sons of Shabbir Ahmed Khan, residents of House No.63-H, Gulberg-III, Lahore.

- 3.** Muhammad Nasir Azeem son of Muhammad Azeem, caste Arain, resident of House No.60, Shah Hussain Scheme, Icchra, Lahore.
- 4.** Sub-Registrar Allama Iqbal Town, Mouza Mal, Tehsil Raiwind, District Lahore.
- 5.** Tehsildar Mouza Mal, Tehsil Raiwind, District Lahore.
- 6.** Halqa Patwari Mouza Mal, Tehsil Raiwind, District 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 was purchased and in possession of a **Properties/ agricultural**

land measuring 07-Kanals, 18-Marlas, situated at Hadbust Mouza Mal, Tehsil Raiwind, District Lahore, bearing Sale Deed Document No.4553, Book No.1, Volume No.4958, Dated 10.04.2018, Sub-Registrar Allama Iqbal Town, Lahore, vide Mutation No.3484 & agricultural land measuring 07-Kanals, 18-Marlas, situated at Hadbust Mouza Mal, Tehsil Raiwind, District Lahore, bearing Sale Deed Document No.6246, Book No.1, Volume No.4992, Dated 02.05.2018, Sub-Registrar Allama Iqbal Town, Lahore, vide Mutation No.3485. (Hereinafter called the **Suit Properties**). Copies of sale deeds are attached for the kind perusal of this Honourable Court.

- 3- That the plaintiff was purchased suit properties to defendants No.1&2 with the total consideration of Rs.65,20,000/-.

- 4- That the plaintiff is enjoying the peaceful and lawful possession of the suit properties without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner.
- 5- That the defendants has no concern, title or interest regarding the above said suit properties and the plaintiff is legal and lawful owner in possession of suit properties.
- 6- That a day before yesterday the defendants accompanying with some gunda elements came at the suit properties and tried to dispossess the plaintiff from the suit properties 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 properties.

- 7- That the plaintiff asked the defendants that the defendants have no title or interest with the suit properties 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 properties, hence this suit.
- 8- 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.
- 9- 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.

- 10- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit properties 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 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 properties illegally, unlawfully and forcibly in any manner whatsoever.

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

Plaintiff

Through:-

Rana Jafar Ali Khan
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:

Sana Ullah **Vs.** Muhammad Tariq 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*

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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Sana Ullah **Vs.** Muhammad Tariq 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:

Sana Ullah son of Karamat Ali, Caste Jutt Sindhu, resident of Manak, Tehsil Raiwind, 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
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

WRITTEN STATEMENT ON BEHALF OF DEFENDANTS NO.4(I) TO
(VIII).

Preliminary objections:

1. That the suit is not maintainable in its present form and is liable to be dismissed.

2. That the plaintiff has no cause of action to file the present suit against defendant No.4(i) to (viii)
3. That the plaintiff has not affixed proper court fee hence plaint merits to be rejected under Order VII, Rule 11 of CPC.
4. That the plaintiff has approached this Honourable Court with unclean hands, hence the suit is liable to be dismissed forthwith.
5. That the plaintiff has approached this Honourable Court with malafide intention and ulterior motives just to harass the defendant No.4(i) to (viii).
6. That the alleged document dated 30.11.2005 is based upon fraud, misrepresentation and has been prepared by the plaintiff just to infringe the valuable rights of answering defendant No.4(i) to (viii).
7. That the suit is barred by law, hence suit is liable to be dismissed.
8. That the Honourable Court has no jurisdiction to try upon the suit, hence suit is liable to be dismissed.

ON MERITS:

1. That Para No.1 denied being incorrect.
2. That Para No.2 is totally incorrect and wrong hence denied vehemently.
3. That Para No.3 is totally incorrect and wrong hence denied vehemently.
4. That Para No.4 is totally incorrect and wrong hence denied vehemently.
5. That Para No.5 is totally incorrect and wrong hence denied vehemently.
6. That Para No.6 is totally incorrect and wrong hence denied vehemently.
7. That Para No.7 is totally incorrect and wrong hence denied vehemently.
8. That Para No.8 is totally wrong and denied vehemently. The plaintiff has no cause of action to file the suit.

9. Legal.

10. 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

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this _____ day of December, 2024 that the contents of the above written statement from Paras No.1 to _____ are true and correct to the best of my knowledge and rest of the Paras No.____ to _____ with preliminary objections correct to the best of my information and belief.

Defendant

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. Denied being incorrect. That balance of convenience does not lie in favour of the petitioner.
5. 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.*

Respondent

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____ /2024

Kashif Hammad Hassan son of

Plaintiff

V E R S U S

NADRA Regional Headquarters, through its
Director General, office: 73-Trade Center,
Opposite Expo Center, Johar Town, Lahore.

Defendant

**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 plaintiff is respectable and law abiding citizen.
3. That the plaintiff has been issued birth certificate from the concerned union council.
4. That the plaintiff was born at Lahore.
5. That so far CNIC of the plaintiff has not been issued due to which the plaintiff is facing huge difficulties, the defendant is demanding presence of _____ for issuance of CNIC which is not possible due to _____.

6. That the plaintiff approached defendant for issuance of CNIC and consequently demanded a declaratory decree from the competent court of jurisdiction for this purpose, hence this suit.

7. That defendant is legally bound to issue CNIC to plaintiff being citizen of Pakistan it is legal right of plaintiff.

8. That cause of action accrued in favour of the plaintiff and against defendant No.1s firstly when defendant lingered the matter of issuance of CNIC and finally when defendant refused to correct the same and demanded declaratory decree from the competent court of law and the same cause of action is still continuing.

9. 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.

10. 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 declaring therein that plaintiff has legal right to get issued CNIC.

It is further prayed that defendant may kindly be directed to issue CNIC to plaintiff without any further delay.

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
February, 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 SENIOR CIVIL JUDGE,
(MODEL TOWN COURTS, LAHORE)

Civil Suit No. _____ /2024

1. Salman Qadi son of Shaikh Abdul Qadir, resident of House No.78, Block K-3, Model Town, Lahore.

Plaintiff

V E R S U S

1. Public-at-Large.
2. Muhammad Taiq Qureshi son of Munawar Qureshi,
3. Abdul Maalik Qureshi son of Munawar Qureshi
4. Abdul Rehman Qureshi son of Munawar Qureshi
5. Abdul Basit Qureshi son of Munawar Qureshi
resident of Military Accounts Colony, Infantry Road,
Mustafabad, Cantt., Lahore.
6. Munira Zafar wife of Zafar Iqbal Qureshi, resident of House No.99, Upper Mall Scheme, Lahore.
7. Zohra Jabeen Qureshi wife of Liaqat Ali Bhatti, resident of House No.12, Olympia Street, Scheme Morr, Iqbal Town, Lahore.
8. Mrs. Surraya Munawar wife of Muhammad Ibrahim, resident of House No. 13/29, Block-M, Model Town, Lahore.

9. Mrs. Misbah Liaqat wife of Muhammad Liaqat, resident of Olympia Street, Muslim Block, Iqbal Town, Lahore.

Defendants

**SUIT FOR DECLARATION OF LEGAL HEIRS WITH CONSEQUENTIAL
RELIEF**

Respectfully Sheweth:-

1. That the plaintiff is resident of the above titled address. The wife of the plaintiff namely Mst. Batool Salman was owner of Double Storey House at Grand Avenue Housing Scheme, Ferozepur Road, Lahore, bearing No.950-A, Comprising of 5-Marla's of land. Copy of ownership agreement is annexed as Mark "A" and that of terms of conditions as Mark "B" and that of detail of payment and registration form as Mark "C&D" respectively.
2. That Mst. Batool Salman died her natural death, on 10.11.2023. The plaintiff and late Batool Salman had no Child. She died issueless. Death certificate Mark "E" is Annexed herewith. FRC is Annexure as Mark "F". Her parents had already died however

she left behind the plaintiff and her four brothers and four sisters alive as her legal heirs therefore the plaintiff and the defendants No.2 to 9 are the only legal heirs of deceased Batool Salman.

3. That the plaintiff approached the Grand Avenue Society for transfer of ownership of the suit property to the plaintiff and the defendant's No. 2 to 9 but the authority refused to do so and asked the plaintiff to get decree from the competent court in this respect.
4. That the cause of action accrued in favour of the plaintiff due to refusal the authority of the afore-mentioned society to transfer of ownership of the suit property without a court decree. The cause of action still continues.
5. That the plaintiff is resident of Model Town, Lahore and the suit property is also situated in Model Town Sub-division Lahore. Hence this learned court has got jurisdiction to adjudicate upon this suit.

6. That for the purpose of jurisdiction and court fee the values of suit is fixed at Rs.200/- which is excepted from levy of court of law.

PRAYER:-

It is therefore, respectfully prayed that the suit of plaintiff may kindly be decreed and the plaintiff and the defendants No.2 to 9 may please to declared legal heirs of the deceased Mst. Batool Salman with regard to her property mentioned above and the same may kindly be awarded to transfer in the name of the plaintiff and defendants No.2 to 9 as per law.

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

Plaintiff
Through

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

Muhammad Salman Khan son of Haji Bashir Khan,
resident of Havia Chowk, Abu Bakar Street, Stop No.3,
Ichhra, Lahore.

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Samanabad, Lahore.
3. **Revenue Officer LESCO**, Division Samanabad, Lahore.
4. **SDO LESCO**, Sub-Division, Samanabad, Lahore.

Defendants

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth:-

1. That an electricity meter under **Reference No.46112431616800U, Meter No.135476** 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. Zaitoon Akhter 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. Copy of the paid bill is attached herewith.

3. That the plaintiff has another electricity connection. The regarding said connection, the defendants sent the over bill amount of Rs.313,155/3 without usage, consumption. The plaintiff also went in the office of the defendants and requested them to correct the bill according to the average bill or usage energy, the finally defendants removed the said connection from the place and took away in their office without prior notice to the plaintiff. The defendants demanded the Rs.80,000/- bribery for restoration which was paid by the uncle namely Shabbir Hussain to the defendants but in spite that the defendants did not correct the bill and not restored.
4. That on 05.12.2023 at 02:00-PM, the defendants alongwith the gunda elements came at the spot and tried to disconnect the electricity meter with this statement that if the plaintiff do not pay the amount of the disconnected meter, than this meter will also be disconnect. However, intervention of the sons of the plaintiff, the defendants ran away from the spot with threats that they will again come with gunda elements and they will disconnect the connection of the electricity.
5. That the act of the defendants is illegal and unlawful, the defendants have no rights to disconnect the electricity and to take away the meter. The plaintiff is paying the bill regularly and the defendants have no right to disconnect the electricity, hence this suit. The defendants are insane, corrupted mind and evil of the hell.
6. That the cause of action accrued in favour of the plaintiff and against the defendants when the defendants came at the spot and tried to disconnect the electricity supply and cause of action is still continuing.
7. 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.
8. 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 the decree for permanent injunction may kindly be passed in favour of the plaintiff and against the defendants restraining the defendants from disconnecting the electricity supply / meter under Reference No.46112431616800U, Meter No.135476 of the plaintiff illegally, unlawfully and forcibly and subject to the payment of the current bill.

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 07th day of December, 2023 that the contents of the above plaint from Paras No.1 to 5 are true and correct to the best of my knowledge and rest of the Paras No.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 Salman Khan Vs. LESCO etc.

(SUIT FOR 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 Reference No.46112431616800U, Meter No.135476 subject to payment of the current bill 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

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Salman Khan Vs. LESCO etc.

(SUIT FOR PERMANENT INJUNCTION)

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

AFFIDAVIT OF:

Muhammad Salman Khan son of Haji Bashir Khan, resident of Havia Chowk, Abu Bakar Street, Stop No.3, Ichhra, 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 07th 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

Muhammad Saleem son of Muhammad Sadiq, resident of Haiderabad, Post Office Ali Raza Abad, Tehsil & District Lahore.

Plaintiff

V E R S U S

Mujahid Hussain son of Muhammad Shafi, resident of Ahlu, Post Office Kahna Nau, Tehsil Cantt., District Lahore.

Defendant

SUIT FOR DECLARATION AND CANCELLATION OF
DOCUMENTS Sale Deed Document No. _____, Book
No. _____, Volume No. _____, Dated _____,
Sub-Registrar Nishter Town, Lahore, vide Mutation

**No.22, dated 18.07.2016 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 tersely the facts necessitating for the filing of instant suit are that the plaintiff is the co-owner in possession of Property land measuring 4-Kanals, 9-Sq.ft., detailed as (1) Salam Khata (17K), Qitat-3, Muhammad Zaman share of 103/2125 measuring 16M-108Sq.ft., Muhammad Saleem share of 103/2125 measuring 16M-108-Sq.ft., total transfer share 206/2125 measuring 1K-12M-216Sq.ft., bearing Khewat No.99, Khatouni No.148, vide Fard I.D No.14054178, Dated 23.02.2021 issued by Land

Record Center Cantt., Lahore, (2) Salam Khata (17K),
Qitat-3, transferred share of Uzma Arshad
103/4250 measuring 8K-54Sq.ft., transferred share
of Mst. Zeelam 103/4250 measuring 8K-54Sq.ft.
total transferred share 103/2125 measuring
16M-108-Sq.ft., bearing Khewat No.99, Khatouni
No.148, Fard I.D No.14057558, Dated 24.02.2021
issued by Land Record Center Lahore, (3) Salam
Khata (17K), Qitat-3, transferred share of Laiba
109/4500 measuring 8K-53Sq.ft., transferred share
of Mst. Anam 109/4500 measuring 8M-53Sq.ft. ,
transferred share of Mst. Bushra Bibi 187/4500
measuring 14M-29Sq.ft. total transferred share
9/100 measuring 1K-10M-135Sq.ft., bearing Khewat
No.99, Khatouni No.148, Fard I.D No.14055912,
Dated 23.02.2021 issued by Land Record Center,

Lahore total land measuring 4-Kanals, 9-Sq.ft.,
situated at Hadbust Mouza Ahlu, Tehsil Cantt.,
District Lahore.

- 3- total transferred share 103/2125 measuring 16M-108-Sq.ft., bearing Khewat No.99, Khatouni No.148, Fard I.D No.14057558, Dated 24.02.2021 issued by Land Record Center Lahore
- 4- That the defendant who is the real son of the plaintiff approached the plaintiff and requested to affix thumb impressions on some blank papers and stamp papers for the purpose of obtaining some loan from the bank, the plaintiff being an illiterate lady affixed thumb impressions on the blank stamp papers/blank papers.
- 5- That the defendant having developed ill-will and malice in his mind, just to grab the whole piece of

land, prepared a fabricated, false, frivolous **Sale**

Deed _____ in favour of defendant.

- 6- That _____ days ago, it has come to the knowledge of the plaintiff that the defendant prepared a false, fictitious and sale deed in respect of land referred to above.
- 7- That the sale deed referred to above in respect of the suit property is illegal, unlawful, fraudulent, having no sanctity and backing of law being the result of fraud and having no bearing and effect upon the valuable rights of the plaintiff.
- 8- That the plaintiff neither appeared before any local commission nor signed and thumb marked the sale deed and all the proceedings in this respect are based on fraud and forgery, which renders the sale deed in respect suit property as illegal, fraudulent,

therefore, the same deserves to adjudged so and liable to be canceled and delivered up.

- 9- That the plaintiff as owner is in actual physical possession of the suit property and the proceedings in respect of sale deed are fraudulent.
- 10- That the plaintiff has asked the defendant number of time to cancel false and bogus sale deed which is result of fraud and misrepresentation but defendant flatly refused to do the needful, hence the present suit.
- 11- That the defendant has acquired the title of the land in his name after getting sale deed in his favour and is trying to sell the suit property to some other persons.
- 12- That the cause of action arose in favour of the plaintiff and against the defendant when the

plaintiff came to know about the said sale deed and finally when the defendant flatly refused to listen the genuine and lawful request of the plaintiff and the same cause of action is still continuous.

- 13- 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.
- 14- That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs. _____/- and the requisite court fee shall be affixed as per order of this Honourable Court.

PAYER:-

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

*decree for declaration, cancellation may kindly
be passed in favour of the plaintiff and against
the defendant declaring that _____ fully
described in body of plaint or any other
document as illegal, unlawful and with fraud
and the same may kindly be cancelled, which
is not binding upon the plaintiff, in the interest
of justice.*

*It is further prayed that the defendant be
restrained through decree of permanent
injunction from transferring, alienating, and
selling the suit property to any other person in
any manner whatsoever.*

Costs of the suit be also awarded.

*Any other relief which this Hon'able Court
may deem fit and proper 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 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.

In re:

Muhammad Saleem Vs. Mujahid Hussain

(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 manner 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:

Muhammad Saleem Vs. Mujahid Hussain

(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:

Muhammad Saleem son of Muhammad Sadiq, resident of Haiderabad, Post Office Ali Raza Abad, 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 _____, LEARNED
CIVIL JUDGE, LAHORE.**

In re:-

Versus

(suit for _____ etc)

**APPLICATION UNDER ORDER IX, RULE 9 READ WITH
151 CPC FOR RESTORATION OF SUIT DISMISSED ON
14.02.2023 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 14.02.2023.
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 14.02.2023. 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 titled 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

AFFIDAVIT OF: _____ 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 _____ day of
June, 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

(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

Advocate High Court

AFFIDAVIT OF:

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 June, 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

Sajad Ahmed son of Muhammad Saleem, resident of House No.5, Street No.24, Raja Ram Street, Railway Road, Gowal Mandi, Lahore.

Plaintiff

V E R S U S

Muhammad Nadeem Butt son of Muhammad Saleem, resident of House No.5, Street No.24, Raja Ram Street, Railway Road, Gowal Mandi, Lahore.

Defendant

SUIT FOR PERMANENT INJUNCTION.

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 defendant is owner of Property land measuring 12-Marla, vide bearing Khatouni No.403, situated Bhaman Rani Chowk near Gholab Shah Darbar, Lahore. and he has said property to the plaintiff on mortgage amount of Rs.20,00,000/- and the plaintiff paid the mortgage amount to the defendant in presence of marginal witness namely Rizwan Munir son of Muhammad Munir. Copy of the mortgage deed dated 16.08.2023 is attached. It is pertinent to mention here that the period of mortgage

period was fixed **1-Years** i.e. from 16.08.2023 to 16.02.2024.

3. That the plaintiff is in possession of the suit property since the property has taken on mortgage.
4. That the plaintiff spend hefty/considerable amount on the renovation of said property and betterment of property.
5. That the plaintiff has possession over the said property without any interruption and the plaintiff is fulfilling all obligation and duties towards him.
6. That the defendant has started threatening the plaintiff from dispossessing the above said property in question illegally, unlawfully and forcibly with the help of gunda elements, prior to the expiry of mortgage period and without paying back the mortgage amount to the plaintiff.
7. That the plaintiff approached the defendant and requested him not to create interference into the peaceful possession of the plaintiff and also be restrained from dispossessing the plaintiff from the above said property because the mortgage amount is still intact, but the defendant flatly refused to listen the genuine request of the plaintiff.
8. That the said act of the defendant is illegal and unlawful. If by way of permanent injunction the defendant is not restrained from dispossessing the plaintiff from the above said property the plaintiff is bound to suffer an irreparable loss and injury.
9. That the cause of action accrued in favour of the plaintiff and against the defendant firstly when the plaintiff has taken the suit property on mortgage, secondly when the defendant tried to dispossess the plaintiff from the suit property and finally

when the defendant flatly refused to listen the genuine and lawful request of the plaintiff and the same cause of action is still continues.

10. 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.
11. That the value of the suit for the purposes of court fee and jurisdiction is Rs.2,000/- which is exempted from court fee.

PRAYER:

It is therefore, respectfully prayed that a decree for permanent injunction may kindly be passed in favour of the plaintiff and against the defendant, restraining the defendant permanently from dispossessing the plaintiff from the said property in question illegally, unlawfully and forcibly without due course of law in the interest of justice.

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

Plaintiff Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on day of January, 2024 that the contents of Paras 1 to 8 are correct to my knowledge and the remaining Paras 9 to 11 thereof are correct to information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.

In re:

Sajjad Ahmed

Vs. Muhammad Nadeem Butt

(SUIT FOR PERMANENT INJUNCTION)

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 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 dispossessing the
plaintiff from the said property in question
illegally, unlawfully and forcibly without due
course of law in the interest of justice till the final
decision of the main suit in any manner
whatsoever.*

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

Petitioner
Through
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.

In re:

Sajjad Ahmed **Vs.** Muhammad Nadeem Butt

(SUIT FOR PERMANENT INJUNCTION)

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

AFFIDAVIT OF

Sajjad Ahmed son of Muhammad Saleem, resident of House No.5, Street No.24, Raja Ram Street, Railway Road, Gowal Mandi, 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 SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

1. Mst. Sajida Bibi wife of Malik Abdul Latif, resident of House No.371, Block-D, M.A. Johar Town Scheme, Lahore.

2. Malik Abdul Latif CEO Hira Estate & Builders Office at 32-Q Block, Near Expo Center, Johar Town, Lahore.

Plaintiffs
VERSUS

Nazim Bahadur Khan son of Muhammad Iqbal, Caste Rajpoot, resident of House No.273-C, Punjab University

Employees Housing Society, Phase-II, Raiwind Road,
Lahore.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 04.05.2023 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 plaintiffs being owners of a **Property/Plot No.1361, vide Society Reference No.ALU-09517, Registration No.HR.7368925, land measuring 7-Marlas, situated at Al-Kabeer Town, Umar Block, Phase-II, Raiwind Road, Lahore.** (Hereinafter called the **Suit Property**) entered into an agreement to sell dated 04.05.2023 with the defendant regarding the sale of above suit property against the consideration of Rs.29,58,674/- and the plaintiffs received Rs.450,000/- as earnest money in the presence of

witnesses (1) Khashif Ail son of Muhammad Yaqoob and (2) Muhammad Munir son of Muhammad Ameen. While the balance amount was agreed to be paid by the defendant to the plaintiffs on 03.06.2023. **Copy**

of agreement is attached.

2. That the plaintiffs time and again approached the defendant and requested the defendant to pay remaining amount of Rs.250,86,74/- and get transfer the suit property in favour of the defendant but the defendant started to make lame excuses and the defendant did not pay the remaining amount to the plaintiffs.
3. That after hearing his genuine request you both your good selves considering the genuine issue of my above named client, you became agreed and with mutual consent it was well settled that you both your good selves will sell the above titled plot to someone else and soon after you will return the amount

Rs.450,000/- already received from my client without any delay, hindrance, obstacles. In this regard Mst. Sajida Bibi was pleased to give her undertaking on the letter Head pad of Hira Estate & Builders respectively. So, relying upon the undertaking given by your both good selves my client became agree and satisfied, thereafter, he never ever forced your good selves and made his best efforts regarding the wait of his (paid) amount. It is pertinent to mention here that my client came to know some reliable sources from the office of Al-Kabeer Housing Society that you both your good selves have sold the above titled plot, but as per your commitment, you miserably failed to fulfill your commitment, _____

4. _____
5. That the plaintiffs 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 plaintiffs 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 plaintiffs shall suffer irreparable loss and injury.
7. That the cause of action firstly accrued when it came into the knowledge of the plaintiffs 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 plaintiffs 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.29,58,674/- 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 04.05.2023 may kindly be passed in favour of the plaintiffs 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 plaintiffs, 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 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 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 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 the defendant.

Plaintiffs

Through

Muhammad
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on ____ day of March, 2024
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.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mst. Sajida Bibi etc. Vs. Nazim Bahadur Khan

(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 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 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

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mst. Sajida Bibi etc. Vs. Nazim Bahadur Khan

(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:

Mst. Sajida Bibi wife of Malik Abdul Latif, resident of House No.371, Block-D, M.A. Johar Town Scheme, 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 therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Sajid Umer son of Muhammad Umer, resident of
13-B, Islam Park, Street Abdullah Town, Johar
Town, Lahore.

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Lahore.
2. **XEN**, Division Johar Town, Lahore.
3. **Revenue Officer**, Division Johar Town, Lahore.
4. **SDO**, Sub-Division, Johar Town, Lahore.

Defendants

SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.

Respectfully Sheweth;—

1. That three electricity meters under (1)

Reference No.06112710039500U having Meter

No.S-418834, (2) Reference

No.06112710039300U having Meter

No. S-3384248 & **(3)** **Reference**

No. 06112710039800U **having** **Meter**

No. S-4187358 are installed in the name of Mst. Munawar Bibi wife of Muhammad Umar and the plaintiff is using the said connections 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 latest paid the bills. Copies of latest paid bills are attached herewith for kind perusal of this Honourable Court.
4. That astonishingly a day before yesterday the defendants No.2&3 came at the above said house and tried to disconnect the electricity connections 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 connections.
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:

Sajid Umer 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 connections
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:

Sajid Umer 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

1. Mst. Sajda Bibi wife of Malik Abdul Latif having CNIC
No.35202-2644991-6, resident of House No.371,
Block-D, M.A. Johar Town Scheme, Lahore.

2. Malik Abdul Latif CEO Hira Estate & Builders Office
at 32-Q Block, Near Expo Center, Johar Town,
Lahore.

Plaintiffs

VERSUS

Nazim Bahadur Khan son of Muhammad Iqbal, Caste Rajpoot, resident of House No.273-C, Punjab University Employees Housing Society, Phase-II, Raiwind Road, Lahore.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 04.05.2023 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 plaintiffs being owners of a Property/Plot No.1361, vide Society Reference No.ALU-09517, Registration No.HR.7368925, land measuring 7-Marlas, situated at Al-Kabeer Town, Umar Block, Phase-II, Raiwind Road, Lahore. (Hereinafter called the Suit Property) entered into an agreement to sell dated

04.05.2023 with the defendant regarding the sale of above suit property against the consideration of Rs.29,58,674/- and the plaintiffs received Rs.450,000/- as earnest money in the presence of witnesses (1) Khashif Ail son of Muhammad Yaqoob and (2) Muhammad Munir son of Muhammad Ameen.

While the balance amount was agreed to be paid by the defendant to the plaintiffs on 03.06.2023 and the possession of the suit property _____

was also handed over to the plaintiffs at the time of agreement to sell. Copy of agreement is attached.

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

3. That now the plaintiffs got information through reliable sources that the 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.
4. That the plaintiffs 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 plaintiffs 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 plaintiffs 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 plaintiffs 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 plaintiffs shall suffer irreparable loss and injury.
7. That the cause of action firstly accrued when it came into the knowledge of the plaintiffs 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 plaintiffs 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.29,58,674/- 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 04.05.2023 may kindly be passed in favour of the plaintiffs 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 plaintiffs, 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 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 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 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 the defendant.

Plaintiffs

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.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mst. Sajda Bibi etc. Vs. Nazim Bahadur Khan

(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:

Mst. Sajda Bibi etc. Vs. Nazim Bahadur Khan

(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: *Mst. Sajda Bibi etc.*

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

Saif Ullah Rehmat son of Rehmat Ali, resident of House No.251, Block-C, Johar Town, Lahore.

Plaintiff

VERSUS

Adeel Ahmed son of Farid Ahmed, resident of Kokal Barseen, Civilian Tarli, Tehsil & District Abbottabad.

Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL DATED 05.04.1987 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/Vehicle Suzuki Cultus Registration No.ABG-528, Model 2020, Engine No. PK1OK164666, Chassis No.NF1AVK31H10064608, Color GRPT Gray,** (Hereinafter referred to as the **Suit vehicle**). Copies of title documents are attached.
2. That on 05.04.1987 the defendant entered into an agreement to sell with the plaintiff regarding the sale of above described suit vehicle for a total consideration of Rs.31,00,000/- 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 vehicle to the plaintiff. Copy of the agreement to sell _____ is presented for the kind perusal of this Honourable Court.
3. That as per the terms of the agreement to sell the defendant was/is bound to transfer the property in favour of the plaintiff.

4. 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.
5. That quite astoundingly, it came into the knowledge of the plaintiff that the defendant wants to sell the suit vehicle to some other person/intending purchasers, which act of the defendant is totally illegal, unlawful and without lawful authority.
6. That few days ago the plaintiff once again approached to the defendant and requested him to transfer the suit vehicle in the name of the plaintiff, but the defendant flatly refused to accept the genuine request of the plaintiff, hence this suit.
7. 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 vehicle in favour of the plaintiff, which is still continuing.

8. 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.
9. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.31,00,000/- 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 05.04.1987 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 vehicle 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

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on ____ day of November, 2023 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:

Saif Ullah Rehmat Vs. Adeel Ahmed

(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

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Saif Ullah Rehmat Vs. Adeel Ahmed

(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:

Saif Ullah Rehmat son of *Rehmat Ali*,
resident of House No.251, Block-C,
Johar Town, Lahore.

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 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 MS. KIRAN NISHAT, LEARNED CIVIL JUDGE, LAHORE.

In re:

Muhammad Sagheer Khan Vs. LESCO etc.

(SUIT FOR DECLARATION ETC)

APPLICATION UNDER SECTION 151 CPC FOR THE CORRECTION OF THE BILL FOR THE MONTH OF JANUARY 2024.

Respectfully Sheweth:

1. That the above titled suit is pending for adjudication before the Honourable Court and is fixed for today.
2. That the applicant has been paying monthly bill of electricity regularly as per court order dated _____ and the respondents with malafide intention issued the bill of month January 2024 amount of Rs.72,267/-, including the deferred amount by committing the contempt of court illegally, unlawfully.
3. That whereas, the current bill of monthly December 2023 and January 2024 is Rs.4928/- & Rs.2704.54/- respectively and total bill is Rs.7632/-.
4. That present application is being filed for the correction of impugned bill and issuance of correct current bill of month January 2024.
5. That if present application is not corrected, the applicant is bound to suffer an irreparable loss and injury.

It is, therefore, most respectfully prayed that application may very kindly be allowed, and respondents may very kindly be directed

to correct the impugned bill for the month January 2024 and issue current bill and exclude the arrears/deferred amount from impugned bill and not to disconnect the electricity supply of plaintiff and in future issue actual current bill as per consumption of petitioner.

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

Petitioner

Through:

Counsel

IN THE COURT OF MS. KIRAN NISHAT, LEARNED CIVIL JUDGE, LAHORE.

In re:

Muhammad Sagheer Khan Vs. LESCO etc.

(SUIT FOR DECLARATION ETC)

**APPLICATION UNDER SECTION 151 CPC FOR THE CORRECTION OF THE
BILL FOR THE MONTH OF JANUARY 2024.**

AFFIDAVIT OF: **Sagheer Khan** son of Syed Muhammad Khan,
resident of House No.103-4-DII, Green Town,
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 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. _____ /2023

Safdar Mehmood son of Muhammad Siddiq, resident of House No.77-B-2, Gulberg-III, Lahore.

Plaintiff

V E R S U S

1. Rana Riaz son of Muhammad Aslam, resident of 7-Tipu Block, New Garden Town, Lahore.

2. Royal Tours and Traders through its Chief executive Mumtaz Khan son of Fateh Muhammad Ramzan, resident of House No.21, Davis Road 28, Lahore, having Business Place, 7-Tipu Block, New Garden Town, 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/ House No.7, land measuring 3-Kanal, 15-Marlas, 110-Sqft., situated at Tipu Block, New Garden Town, Lahore, surround as East: Plot No.06, West: Plot No.08, North: Road, South: No.21, 22 vide Sale Deed bearing Document No.3652, Book No.1, Volume No.6286, Page No.106/110, Dated 03.02.1976 Sub-Registrar 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 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 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:

Safdar Mehmood **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:

Safdar Mehmood **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: **Safdar Mehmood** son of Muhammad Siddiq, resident of House No.77-B-2, Gulberg-III, 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.

Deponent
IN THE COURT OF , **LEARNED**
CIVIL JUDGE, LAHORE.

In re:-

Safarish Ali Virk etc.
Versus
Raheem Bakash etc.
(SUIT FOR DECLARATION ETC.)

APPLICATION UNDER ORDER IX, RULE 9 READ WITH
151 CPC FOR RESTORATION OF SUIT DISMISSED ON
14.02.2023 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 14.02.2023.
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 14.02.2023. 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 titled 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

AFFIDAVIT OF: _____ 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 _____ day of
June, 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

(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

Advocate High Court

AFFIDAVIT OF:

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 June, 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.

Saeeda Saleem widow of Saleem Khan Afridi, resident of House No.19, Street No.28, Mohallah Rehman Pura Ichhra., Lahore.

PETITIONER

Versus

1. Public-at-Large.
2. Salman Saleem Afridi
3. Rehan Saleem Afridi
4. Rushda Afridi
5. Umber Afridi

All sons and daughters of Saleem Khan Afridi, residents of House No.19, Street No.28, Mohallah Rehman Pura Ichhra., Lahore.

RESPONDENTS

Respectfully Sheweth:-

1. That the husband of petitioner and father of respondents No.2 to 5 (Late) Saleem Khan Afridi son of Alam Sher Khan Afridi, who died on 06.02.2021, leaving behind the petitioner and respondents No.2 to 5 as his sole legal heir. Parents of

deceased have been died. Deceased contracted one marriage.

APPLICATION FOR ISSUANCE OF SUCCESSION CERTIFICATE
UNDER SUCCESSION ACT, 1925.

1.	Name and date of death of deceased.	Saleem Khan Afridi, 06.02.2021
2.	Place where the death of the deceased occurred if outside of the jurisdiction of the court then the properties fall within the jurisdiction of the court.	Lahore.
3.	Name and address of the near Kin's.	Petitioner
4.	Right to file the petition.	Legal heir.
5.	If due to Para No.4 of any law bars for the issuance of Succession Certificate.	No

6.	<p>Details of the assets of the deceased.</p>	<p>After his death the _____ for the widow is required but the NAB department is demanding succession certificate.</p>
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PRAYER:-

Under the circumstances, it is, therefore, most respectfully prayed that the petitioner and respondent No.2 to 5 may kindly be adjudged as legal heirs in the interest of justice and succession certificate may very kindly be issued in this regard.

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

Through

Advocate High Court

VERIFICATION:

Verified on Oath _____ day of March, 2024 that the contents of the aforementioned petition are true and correct to the best of my knowledge and belief and nothing has been concealed in it.

Petitioner

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

AMENDED PLAINT

Muhammad Saeed son of Muhammad Hussain,
resident of Muslim Colony, Jia Musa, Shahdara,
Lahore.

Plaintiff

VERSUS

Muhammad Saeed son of Muhammad Din, resident
of Muslim Colony, Jia Musa, Shahdara, Lahore.

Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 08.11.2021 WITH PERMANENT
INJUNCTION AND CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That succinctly the facts necessitating for filing the instant Suit before this Honourable Court are that the defendant was the owner of the property/house measuring 2-1/2-Marla (for according to Fard Patwar) bearing Khewat No.234, Khatouni No.1212, Khasra No.797/687/367 situated at Hadbust Mouza Kot Mohib, Tehsil Lahore City District, Lahore registered with the office of Sub- Registrar Ravi Town, Lahore

and Document No. 5422, Book No.01, Vol. No.617 Dated 04.05.2005 and Mutation No. 13809. Surrounded as East: House of other West: 15 Feet Street, North: House of other, South: House of other situated at Muslim Colony, Hadbust Kouza Kot Mohib, Tehsil city District, Lahore. Copy of sale deed is attached herewith for the kind perusal of this Honourable court.

2. That on 08.11.2021, the defendant entered into an agreement to sell with the plaintiff regarding the sale of above described suit property for total consideration of Rs.38,00,000/- and the defendant received the total consideration amount as final and full consideration of the above said subject matter property in presence of marginal witnesses. It is pertinent to mention here that the defendant also handed over the possession of the suit property and original sale deed of suit property to the plaintiff. Copy of the agreement dated 08.11.2021, vide E-Stamp Paper No.PB-LHR-1353-CE-96-B-90-8,8-B DD are attached herewith for the kind perusal of this Honourable court.
3. That as per the terms of the agreement to sell the defendant was/is bound to transfer the property in favour of the plaintiff or in favour of anyone as per wish and will of plaintiff.
4. 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.
5. 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.

6. 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.
7. That the cause of action firstly accrued in favour of the plaintiff and against the defendant when the agreement to sell regarding the subject matter property was executed 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.
8. 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.
9. That the value of the suit for the purposes of court fee and jurisdiction Fixed at Rs.38,00,000/- and requisite court fee will be affixed on the plaint as per order of this Honourable court.

PRAYER:

In view of the circumstances, it is, above mentioned therefore, most Facts and prayed that a decree for Specific Performance of respectfully Agreement to sell dated 08.11.2021 may very kindly be passed in favour of the plaintiff and against the defendant directing the defendant 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 defendant to do so, the suit property may very kindly be transferred in favour of the plaintiff or in favour of anyone on the wish and will of 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 her whatsoever.

Any other relief, which this Honourable court may deems fit and proper 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 6 are true and correct to the best of my knowledge and rest of the Paras 7 to 9 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

1. Mst. Balqees Begum (deceased) widow of Khadim Hussain through her legal heirs:
 - i. Muhammad Sadiq (brother)
 - ii. Arif Ali (brother)
 - iii. Mst. Saleema Bibi (sister)All residents of _____
2. Ghulam Hussain (deceased) through his legal heirs:
 - i. Sardaran Bibi (widow)
 - ii. Muhammad Tariq (son)
 - iii. Waris Ali (son)
 - iv. Mst. Samina Kausar (daughter)
 - v. Mst. Sajida Bibi (daughter)
 - vi. Mst. Rasheedan Bibi (daughter)

vii. Mst. Shameem Bibi (daughter)

viii. Safarish Ali (son)

All residents of Street No.12, Umer Farooq Road, Mohallah Ittehad Park, Javaid Colony, Chungi Amar Sadhu, Lahore.

3. Mst. Parveen wife of Muhammad Ashiq

4. Mst. Haleema wife of _____

Real sisters of (Late) Khadim Hussain
All residents of _____

Plaintiffs

V E R S U S

1. Public-at-Large.

2. Rehmat Ali (deceased) through his legal heirs:

i. Mst. Rehmat Bibi (widow)

ii. Muhammad Umar (son)

iii. Muhammad Sarwar (son)

iv. Mst. Sajida (daughter)

v. Mst. Shagufta (daughter)

All residents of _____

3. Mst. Sakina Bibi (deceased) through her legal heirs:

i. Saeed (son)

ii. Mst. Nargis (daughter)

iii. Khursheed (son)

iv. Yasin (son)
v. Mst. Najma (daughter)
vi. Mst. Razia (daughter)
All residents of _____

Defendants

SUIT FOR DECLARATION OF LEGAL HEIRS WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That the predecessor-in-interest of plaintiffs and defendants No.2 to 6 namely (Late) Khadim Hussain son of Shahab Din was owner in possession of property measuring 10-Marls, consist upon a house and shops falling Khasra No.1124, Khewat No.1270, Khatouni No.1903, through registered sale deed Document No.1365, Book No.1, Volume No.1023, Dated 10.02.2023, Mutation No.24411. copy of sale deed is attached herewith for kind perusal of this Honourable Court.
2. That the said (Late) Khadim Hussain was died issueless on 15.09.2000 and he left behind

his legal heirs (1) Mst. Balqees Begum (widow), (2) Ghulam Hussain (real brother), (3) Rehmat Ali (real brother), (4) Mst. Haleema Bibi (real sister), (5) Mst. Parveen Bibi (real sister), (6) Mst. Sakina Bibi (real sister).

3. That the Mst. Balqees Bibi widow of (Late) Khadim Hussain died on 25.06.2015 leaving behind her legal heirs as plaintiffs No.1(i)-1(iii) and Ghulam Hussain real brother of (Late) Khadim Hussain died on 01.12.2014 leaving behind plaintiffs No.2(i) to 2(viii) as his legal heirs and Rehmat Ali real brother of (Late) Khadim Hussain died on _____ leaving behind defendants No.2(i to v) as his legal heirs. Mst. Sakina Bibi real sister of (Late) Khadim Hussain died on _____, leaving behind defendant No.3(i to vi) as her legal heirs.

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

4. That the plaintiffs and defendants No.2 & 3 are only legal heirs of said deceased (Late)

Khadim Hussain and they are entitled to inherit the above said property.

5. That the plaintiffs approached to concerned department and informed about the death of (Late) Khadim Hussain and requested them to incorporate the names of plaintiffs and defendants No.2 &3 as the legal heirs of (deceased) Khadim Hussain, regarding the above said property, but they flatly refused to incorporate the names of plaintiffs and defendants No.2&3 in their record as legal heirs and they required for a decree for declaration of legal heirs from the competent court of law declaring them as legal heirs of (Late) Khadim Hussain. Hence this suit.
6. That the cause of action arose firstly when (Late) Khadim Hussain died and secondly when concerned department refused to incorporate the names of the plaintiffs and defendants No.2&3 as legal heirs of the deceased in their record with regard to the above said property and the same is still continuing.

7. That the plaintiffs and defendants No.2&3 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.

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 defendants No.2&3 and against the defendant No.1 declaring the plaintiffs and defendants No.2&3 as legal heirs of deceased (Late) Khadim Hussain regarding above said property, in the interest of justice equity and fair play.

It is also prayed that concerned department may kindly be

directed to incorporate the names of the plaintiffs and defendants No.2&3 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

Malik Dil Bahar
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this day January, 2024 that the contents of Paras No.1 to 5 are true to the best of my knowledge and belief and those of Paras No.6 to 8 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

Sadia Bano daughter of Muhammad Khalil, resident of Hadbust Mouza Pajian, Tehsil Raiwind, District Lahore.

Plaintiff

V E R S U S

1. Raheel Anjum

2. Aqeel Anjum

3. Kafeel Anjum

4. Adeel Anjum

5. Farzana Tabassum

6. Rehana Tabassum

7. Amra Shahzadi

8. Sadia Bano

9. Rizwana Tabassuam

sons and daughters of Muhammad Khalil, resident of Hadbust Mouza Pajian, Tehsil Raiwind, District Lahore.

10. Irshad Hussain son of Muhammad Hussain, resident of Mouza Paji Tehsil Cantt. District Lahore.

11. Bahria Town (Pvt.) Lt. through Vice Chief Executive Land Muhammad Azam Bhatti

12.

Defendants

**SUIT FOR DECLARATION AND CANCELLATION OF
DOCUMENTS 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 tersely the facts necessitating for the filing of instant suit are that father of plaintiff and defendants No._____ was owner of property land measuring 129-Kanals, 4-Marlas, Present Khasra No.2614, previous Khasra No.2315, Present Khasra No.2845, previous Khasra No.2539, Present Khasra No.2846, previous Khasra No.2540, Present Khasra No.2847, previous Khasra No.2541, Present Khasra No.2848, previous Khasra No.2542, Present Khasra No.2849, previous Khasra No.2543, Present Khasra No.2855, previous Khasra No.2548, Present Khasra No.2856, previous Khasra No.2549, Present Khasra No.2857, previous Khasra No.2550, Present Khasra No.2861, previous Khasra No.2554, Present Khasra No. 2859, presently 2552, Khasra No.2894, presently 2585, Present Khasra No.2862, previous Khasra No.2565, Present Khasra No.2863, previous Khasra No.2556, Present Khasra No.2866, previous Khasra No.2559, Present Khasra No.2892, previous Khasra No.2583, Present Khasra No.2893, previous Khasra No.2584, Present Khasra No.3053, previous Khasra No.2731, Present Khasra No.3054, previous Khasra No.2732,Present Khasra No.3055, previous Khasra No.2733, Present Khasra No.3056, previous Khasra No.2734, Present Khasra No.3078, previous Khasra No.2756, Present Khasra No.3079, previous Khasra No.2757, Present Khasra No.3082, previous

Khasra No.2760, Present Khasra No.3083, previous Khasra No.2761, Present Khasra No.3086, previous Khasra No.2764, Present Khasra No.2844, previous Khasra No.2538, Present Khasra No.2858, previous Khasra No.2551, situated at _____

- 3- That father of plaintiffs died on _____.
- 4- That defendants No.1 to 4 played a fraud and prepared a false, frivolous and bogus Sale Deed bearing Document # 8981, Book NO.1, Volume No.6154, Dated 31.05.2021, Sub-Registrar Allama Iqbal Town, Lahore of land measuring 8K-18M.
- 5- That further defendant No.10 also prepared a false, frivolous and bogus Sale Deed bearing Document # 16467, Book No.1, Volume No.5207, Dated 04.10.2018, Sub-Registrar Allama Iqbal Town, Lahore of land measuring 5K.
- 6- That defendants No.2&3 got transferred land measuring 2K-4M-112-Sq.Ft., 2K-4M-113-Sq.Ft. Mutation No.1959, Year 2019-2020 in their favour.
- 7- That defendant No.11 also played unambiguous fraud and got transferred measuring 111K-6M in its favour.
- 8- That fact is that the deceased neither sold property to defendant nor received even single penny from defendants.
- 9- That all the defendants have jointly played the fraud,
- 10- That the defendants have ill-intention and ulterior motives to deprive plaintiff from her legal and lawful shares.
- 11- That two days ago, ago, it has come to the knowledge of the plaintiff that the defendant prepared a false, fictitious and sale deed in respect of land referred to above.
- 12- That the sale deeds and subsequent mutations referred to above in respect of the suit property is

illegal, unlawful, fraudulent, having no sanctity and backing of law being the result of fraud and having no bearing and effect upon the valuable rights of the plaintiff.

- 13- That the plaintiff neither appeared before any local commission nor signed and thumb marked the sale deeds and subsequent mutations and all the proceedings in this respect are based on fraud and forgery, which renders the sale deeds and subsequent mutations in respect suit property as illegal, fraudulent, therefore, the same deserves to adjudged so and liable to be canceled and delivered up.
- 14- That the plaintiff as owner is in actual physical possession of the suit property and the proceedings in respect of sale deeds and subsequent mutations are fraudulent.
- 15- That the plaintiff has asked the defendants number of time to cancel false and bogus sale deeds and subsequent mutations which is result of fraud and misrepresentation but defendant flatly refused to do the needful, hence the present suit.
- 16- That the defendant has acquired the title of the land in his name after getting sale deeds and subsequent mutations in his favour and is trying to sell the suit property to some other persons.
- 17- That the cause of action arose in favour of the plaintiff and against the defendant when the plaintiff came to know about the said sale deeds and subsequent mutations and finally when the defendant flatly refused to listen the genuine and lawful request of the plaintiff and the same cause of action is still continuous.
- 18- 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.

- 19- That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs. _____/- 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, cancellation may kindly be passed in favour of the plaintiff and against the defendant declaring that _____ fully described in body of plaint or any other document as illegal, unlawful and with fraud and the same may kindly be cancelled, which is not binding upon the plaintiff, in the interest of justice.

It is further prayed that the defendant be restrained through decree of permanent injunction from transferring, alienating, and selling the suit property to any other person in any manner whatsoever.

Costs of the suit be also awarded.

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

Plaintiff

Through

Advocate High Court

VERIFICATION:

*Verified on Oath at Lahore, this day of June, 2024 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.

In re:

Sadia Bano Vs. Raheel Anjum 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 manner 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:

Sadia Bano Vs. Raheel Anjum 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:

Sadia Bano daughter of Muhammad Khalil, resident of Hadbust Mouza Pajian, Tehsil Raiwind, 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
June, 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

PB-LHR-CC.

2848618.

707

Presented by 6 A administrative Judge.. Fut further proceeding u/O IV-A & onward

20/663

Civil Suit No.

1208phiar civil Jurtre (Civli Divisio

Sabran Khalil wife of Khalil Ahmad, resident of Chak Deda, Post Office Raja Jang, Tehsil & District Kasur.

.....Plaintiff

VERSUS

1. Muhammad Ashraf,

2. Asghar Ali

3. Khadim Hussain

Sons of Farman Ali, resident of Bhatta Kohar, House No.E/124, Bedian Road, Near Kohar Masjid, Lahore Cantt., Lahore.

4. Defence Housing Authority Lahore, office Complex Block-A Phase-VI, DHA Lahore Cantt. Lahore.

SUIT FOR PERMANENT INJUNCTION

Defendants

Respectfully Sheweth:-

1. That the addresses of the parties as given in the caption of the plaint are adequate and efficacious and correct for effecting service of summons and notices upon them.

2. That precisely, the facts in brief for filing the instant suit are that the plaintiff filed a suit titled as

"SABRAN KHALIL VS. MUHAMMAD ASHRAF, etc." (Suit for declaration, cancellation of document/gift deed bearing No.8082, Volume No.5952, Mutation No.722, dated 26.07.2000 situated in Revenue Estate of Mauza Harpal Key, Tehsil Cantt., District Lahore), wherein the plaintiff has contended that the father of the plaintiff and defendants No.1 to 3 namely Farman Ali was owner of certain lands including land measuring 88-Kanals 10-Marlas as per detail Salamn Khata Qitat-11 measuring 116- Kanals 7-Marlas of transferable shares 127/215 measuring 68-Kanals 9-Marlas Khewat No.59, Khatooni salam and two qitats measuring 08K-08M Salam Khewat No.114 Khatooni Salam and qitats 14 measuring 43K-02M of transferable share 233/1862 measuring 11K-13M and thus total land measuring 88K-10M Khewat No.29 Khatooni Salam register Haqdaran Zameen for the year 1997-98 situated at Mouza Harpalkey, Tehsil Lahore Cantt, District Lahore. The father of the plaintiff and the defendants No.1 to 3 died on 14.12.2012 after severe and prolong diseases of eighteen years and this factum is apparent from the death certificate of their father dated 14.12.2012.

3. That after the death of father of the plaintiff and defendants No.1 to 3, mutation of inheritance No.42, regarding properties of the deceased was sanctioned in favour of the plaintiff and defendants No.1 to 3 on 30.06.2014 malafidely which latter came in to the knowledge of the plaintiff, that defendants No.1 to 3 passed / sanctioned only mutation No.42 situated at Mouza Harpalkey malafidely regarding the suit land but not the property which has been challenged by the plaintiff in the suit for declaration and cancellation of gift deed. The defendants No.1 to 3 used to give her

income of the property in question for some time and later on defendants No.1 to 3 did not give income of the property in question, upon which, plaintiff time and again asked the defendants No.1 to 3 to give her share from the inherited property in question to her extent measuring 08K-12M approximately upon which the defendants No.1 to 3 have been pretending the matter one way or the other upon which, she felt suspicion so she was forced to go to the Halqa Patwari alongwith her husband on 28.05.2015 where it transpired to her that the defendants No.1 to 3 in connivance with each other with malafide intentions through fraudulent means and misrepresentation by taking the benefit of severe and prolong deceases, illiteracy as well as old age factum and his simplicity when he had no independent thinking and idea because defendants No.1 to 3 have fiduciary relations with their father, affixed his thumb impression and got procured his signatures on some blank papers by fraudulent means and misrepresentation and later on passed the impugned mutation in connivance with officials of the revenue department. Copies of mutation No.42 and plaint have been attached herewith.

4. That thereafter, the defendants No.1 to 3 submitted their written statement and stay application was decided against the plaintiff on 19.12.2022. Thereafter, plaintiff challenged the order dated 19.12.2022 before the District Judge Lahore which was entrusted to the court of Mr. Nadeem Yousaf Warrach learned Additional District Judge Lahore which was suspended the order dated 19.12.2022. Copy of the appeal has been attached herewith.
5. That during the pendency of appeal the defendants No.1 to 3 in connivance with one Muhammad

Siddique who is property dealer violated the injunctive order of the learned Additional District Judge Lahore, being offended with the illegal act of the defendants mentioned above, the plaintiff filed a contempt petition before the said Appellate Court, who was pleased to summon notices to the said defendants. Copy of contempt petition has been attached herewith.

6. That mutation of inheritance No.42, regarding properties of the deceased was sanctioned in favour of the plaintiff and defendants No.1 to 3 and other legal heirs of the deceased on 30.06.2014. According to the mutation the plaintiff is owner of land measuring 4-Marlas 63-Sq.ft.. It is worth to mention here that the plaintiff purchased the share of her sister namely Mst. Irshad Bibi wife of Muhammad Naeem resident of Mouza Ludheki Bhullar, Tehsil Model Town, District Lahore land measuring 4-Marlas 63-Sq.ft. through registered sale deed document No. 19604, Bahi No.1, Jild No.8869 dated 26.10.2020 with a valuable consideration of Rs.9,43,000/- and mutation was also sanctioned in favour of the plaintiff, in this way the plaintiff has become the owner of the property of the land measuring 8-Marlas 126-Sq.ft. which falls in Khewat No. 12, Khatooni No.17 to 18, Qitat-3 Salam Khata land measuring 8-Kanals 12-Marlas consisting on Khasra No.852, 755, 722 through registered Haqdaran Zamin year 2019-20 situated Mouza Harpalkay Tehsil Lahore Cantt District Lahore, Copies of the sale deed and mutation have been attached herewith.

7. That thereafter, the plaintiff approached to the defendants No.1 to 3 alongwith the respectables of the vicinity asked them to hand over the physical possession of the suit property, but they refused to

do so. Feeling aggrieved by the conduct of the defendants No.1 to 3 the plaintiff filed application before the Assistant Collector Lahore an Cantt. for the partition of the suit property. During the intervening period of the proceeding of the partition application the defendants No.1 to 3 handed over the physical possession to the plaintiffs to the extent of their respective shares. The plaintiff withdrew the partition application on the basis of compromise. Copies of partition application alongwith interim order sheet have been attached herewith.

8. That the plaintiff is exclusive, lawful owner in possession of the suit property and they have fundamental rights to enjoy the peaceful possession of the suit property without any interruption.

9. That the plaintiff has come to know through reliable sources on 12.06.2023 that defendants No.1 to 3 are going to sell the suit property to the defendant No.4 showing that they are owner in possession of the suit property which is illegal, unlawful and without lawful authority.

10. That the plaintiff is parda nashin, house hold, villager and uneducated ladies, but the defendants No.1 to 3 had already usurp the share of the property of the plaintiff and executed a forged, fabricated gift deed which has been mentioned above, but now the defendants No.1 to 3 illegally, unlawfully posing themselves to be the owner of the suit property want to alienate, dispossess and trying to change the nature of the suit property which is illegal, unlawful and without lawful authority.

11. That the act of the defendants No.1 to 3 is totally illegal, unlawful, without lawful authority and it is a clear cut attempt to deprive the plaintiff from her valuable property and in case, if the suit of the

plaintiffs is not decreed, the plaintiff would be bound to suffer an irreparable loss, mental torture and monetary loss as well.

12. That the cause of action firstly accrued to the plaintiff and against the defendants No.1 to 3 when fraudulently alleged gift deed was executed in favour of the defendants No.1 to 3 and the same was got challenged by the plaintiffs, secondly when the mutation of inheritance No.42, regarding properties of the deceased was sanctioned in favour of the plaintiff and defendants No.1 to 3 on 30.06.2014 thirdly on 12.06.2023 when the defendants No.1 to 3 in connivance with each other trying to alienate, dispossess the suit property. lastly yesterday day plaintiff alongwith respectable of the vicinity approached the defendants No.1 to 3 and requested them not to alienate the suit property to the defendant No.4, but they flatly refused to accede the genuine request of the plaintiff and the cause of action is still recurring.

13. That the defendants reside at Lahore, suit property is also situated at Lahore, cause of action also arose at Lahore, therefore, this Hon'ble 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.200/- which is exempt from affixation of any court fee.

PRAYER:

UNDER THE ABOVE CIRCUMSTANCES, it is, most respectfully prayed that the suit of the plaintiffs may please be decreed in favour of the plaintiff and against the defendants, the defendants No.1 to 3 may please be restrained from interfering, alienating, dispossessing the plaintiff over the suit property land

measuring 8-Marlas 126-Sq.ft. of the plaintiff which fall in Khewat No.12, Khatooni No.17 to 18, Qitat-3 Salam Khata land measuring 8-Kanals 12-Marlas consisting on Khasra Nos.852, 755, 722 through registered Haqdaran Zamin year 2019-20 situated Mouza Harpalkay Tehsil Lahore Cantt District Lahore and also restrained the defendants No.1 to 3 from changing the nature of the suit property in any manner whatsoever.

It is further prayed that the defendant No.4 may kindly be restrained from purchasing the suit property.

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

Plaintiff

ملادان

Through

Bhull

MUHAMMAD YOUNAS BHULLAR

Advocate High Court

Al-Mustafa Building, 11nd Floor, Lawyers Lane, 5-Mozang Road, Lahore.

VERIFICATION:

Verified on oath at Lahore on this 20th day of June, 2023 that the contents of the plaint are true and correct and nothing has been concealed therefrom.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Sabir Iqbal son of Muhammad Iqbal resident of street
Hamza Town, kahna Nau, Cantt Lahore.

Plaintiff
VERSUS

Muhammad Afzal son of kabeer Ahmad Khan resident of
House No.13, street No.2, Mohallah Attari Saroba, New
Awan Town Cantt Lahore.

Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED **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 defendant being owner of a **Property/ House 3M-160Sqft, Khewat No.56, Khatouni No.107, salam khata 32K-12M, situated Mouza Kahna Nau Tehsil Model Town, District Lahore. Intiqal No. 47551 Jamabandi year 1981-82** (Hereinafter called the **Suit Property**) entered into an agreement to sell dated 20.11.2022 with the plaintiff regarding the sale of above suit property against the consideration of Rs.77,00,000/- and the defendant received Rs.2,00,000/- 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 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 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._____/- 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.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 sell dated 28.11.2014 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, 2024 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:

Sher Muhammad Vs. Jason

(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:

Sher Muhammad Vs. Jason

(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: *Sher Muhammad*

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, 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:

Saba Malik Chaudhary Vs. Public-at-large etc.

(SUIT FOR DECLARATION)

**APPLICATION UNDER ORDER I, RULE 10 CPC READ
WITH 151 CPC FOR IMPLEADING**

- 1. Nisar Colony, through its Chairman, having its office
Khursheed Alam Road, Cantt., Lahore.**
- 2. Askari-V, through its chairman Management Office, having
its officer at Ferozepur Road, Cantt., Lahore.**

- 3. Sui Gas Officers Co-operative Housing Society, Phase-II, through its Chairman having its office at Sharif Medical City Road Lahore.**
- 4. Bahria Town, through its Chief Executive, Phase-VIII, Street No.11, Phase-7, Islamabad.**
- 5. Revenue Officer, Tehsil Samundari, District Faisalabad having its office at G.B 493, Udaan Wali Tehsil Samundari, District Faisalabad.**

AS DEFENDANTS IN THE ABOVE TITLED SUIT BEING NECESSARY AND PROPER PARTY.

Respectfully Sheweth:-

1. That the above titled suit is pending before this Hon'able Court and is fixed for today i.e. 29.11.2023.
2. That following necessary and essential parties were not impleaded as party in the proceedings of case:
 - 3. Nisar Colony, through its Chairman, having its office Khursheed Alam Road, Cantt., Lahore.**
 - 4. Askari-V, through its chairman Management Office, having its officer at Ferozepur Road, Cantt., Lahore.**
 - 5. Sui Gas Officers Co-operative Housing Society, Phase-II, through its Chairman having its office at Sharif Medical City Road Lahore.**
 - 6. Bahria Town, through its Chief Executive, Phase-VIII, Street No.11, Phase-7, Islamabad.**
Revenue Officer, Tehsil Samundari, District Faisalabad having its office at G.B 493, Udaan Wali Tehsil Samundari, District Faisalabad.
7. That the above parties are relevant and necessary.

8. That without impleading them as party the case cannot be decided on merits.
9. 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 said parties may very kindly be impleaded as defendants 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 General Power of Attorney
Mr. Toheed Aziz Ch.

Through

Afzal Bashir

Advocate High Court

**IN THE COURT OF MS. NAGMANA ANSAR, LEARNED
CIVIL JUDGE LAHORE.**

In re:

*Saba Malik Chaudhary Vs. Public-at-large etc.
(SUIT FOR DECLARATION)*

APPLICATION UNDER ORDER 1, RULE 10 CPC.

AFFIDAVIT OF: Mr. Toheed Aziz Chaudhary son of Abdul Aziz Chauhdary, resident of House No.179, Eden Avenue, Ghazi Road, 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 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 HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2024

Saba Malik Ch. wife of Imran Ali Kareem daughter of Abdul Malik Ch. resident of 31-Britchfiled Crescent, caledon, L7C3P5, Ontario Canada through her Attorney, Mr. Toheed Aziz Ch. Son of Abdul Aziz Ch. Resident of House No.179, Eden Avenue, Ghazi Road, Cantt. Lahore.

APPELLANT
Versus

1. **Amina Qazim** wife of Kazim Nazeer, daughter of Abdul Malik Ch. resident of 187-B, tech Society, Near Doctor Hospital, Lahore. (Daughter of deceased)
2. **Kazim Nazeer**, son of Muhammad Nazir, husband of Amina Qazim, resident of 187-B, Tech society, near Doctor Hospital, Lahore.
3. **Faiza Malik Ch.** daughter of Abdul Malik Ch. Wife of Faisal, resident of House No.48-A, Nisar Colony, Lahore (daughter of deceased)
4. **Rabia Malik Ch.** daughter of Abdul Malik Ch. Wife of Aqeel Ajwad, resident of House No.48-A, Nisar Colony, Lahore (daughter of deceased)
5. **Azeeza Malik Ch.** Wife of Asif kamal, daughter of Abdul Malik Ch. resident of House No.48-A, Nisar Colony, Lahore.
6. **Zahida Parveen** daughter of Abdul Shakoor Ch. Resident of House No.359-N (Extension), street No.113/4, DHA Phase-I, Lahore (Sister of deceased)

- 7. Tahira Arshad** daughter of Abdul Shakoor Ch. Resident of House No.76, Block-FF-2, Sea view township, DHA Phase-V, Karachi. (sister of deceased)
- 8. Abdul Haleem Ch.** Son of Abdul Shakoor Ch. resident of 48-A, Nisar Colony, Lahore (brother of deceased)
- 9. Abdul Qadeer Ch.** Son of Abdul Shakoor Ch. Resident f 48-A Nisar Colony, Lahore (brother of deceased)
- 10. Nisar Colony** through its Chairman, having its office at Khursheed Alim Road, Cantt. Lahore.
- 11. Askari-V** through its Chairman, having its office at Khurshed Alim Road, Cantt. Lahore.
- 12. Sui Gas Officers, Co-operative Hosueing society, Phase-II** through its Chairman, having its office at Sharif Medical City Road, Lahore.
- 13. Bahria Town**, through its chief Executive, Phase VIII, Street 11, Phase 7, Islamabad.
- 14. National saving certificate**, NSC Fortress stadium branch, Lahore.
- 15. National Bank of Pakistan**, Lahore Cantt. Branch, Lahore.
- 16. Bank Islamic Pakistan**, Johar Town Branch, Lahore.

RESPONDENTS

**APPEAL: UNDER ORDER XLIII CPC AGAINST THE ORDER
DATED 14.02.2024, 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 14.02.2024.
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.

PRAAYER:

Under the above circumstances,
it is respectfully prayed that by
accepting the titled appeal, the
impugned order dated 14.02.2024 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 14.02.2024
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. _____ /2024

In re:

Saba Malik Ch.Vs. Amina Qazim etc.

(APPEAL UNDER ORDER XLIII CPC)

AFFIDAVIT OF: Jason

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 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 HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2024

In re:

Saba Malik Ch.Vs. Amina Qazim 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 14.02.2024.

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 14.02.2024 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. _____ /2024

In re:

Saba Malik Ch.Vs. Amina Qazim 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 14.02.2024.

AFFIDAVIT OF: Jason

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 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

To,

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

It is to inform you that an appeal under the titled "Saba Malik Ch.Vs. Amina Qazim etc." has been prepared ready to be filed before District and Sessions Judge Lahore, against the order dated 14.02.2024 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. _____ /2024

In re:

Saba Malik Ch.Vs. Amina Qazim 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. _____ /2024

In re:

Saba Malik Ch. Vs. Amina Qazim etc.

(APPEAL UNDER ORDER XLIII CPC)

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

AFFIDAVIT OF: Jason

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 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 HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2024

In re:

Saba Malik Ch. Vs. Amina Qazim 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. _____ /2024

Saba Ali wife of Ali Tanveer, resident of House No.55,
 Garden Block, New Garden Town, Lahore.

Plaintiff

V E R S U S

Secretary Union Council No._____, Gulberg Town,
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 20.08.1986. Copy of CNIC of the plaintiff is appended for the kind perusal.
- 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 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 are 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 Abdul Rehman Awan
Advocate High Court
Malik A.R Rehman Awan & Co.
Chungi Amar Sadhu,
Kamahana Road, 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 correct to the best of my information and
belief.

Plaintiff

**IN THE COURT OF MS. HUSNAIN ABBAS KAZMI,
LEARNED CIVIL JUDGE, LAHORE.**

In re:-

Ruksh Ali **Vs.** Public-at-large etc.

(SUIT FOR DECLARATION WITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 12 (2) CPC READ WITH
SECTION 151 CPC ON BEHALF OF APPLICANT FOR
SETTING ASIDE JUDGMENT AND DECREE DATED
15.11.2023 IN THE ABOVE TITLED CASE, WHICH WAS
OBTAINED THROUGH FRAUD, CONCEALMENT OF
ACTUAL FACTS AND MISREPRESENTATION.**

Respectfully Sheweth:-

1. That the brief facts of the instant application are that the plaintiff filed above suit and obtained the judgment and decree dated 15.11.2023 through fraud, concealment of facts while concealing the real, true and actual facts from this Honourable Court.
2. That the plaintiff has fraudulently and by misrepresentation obtained a judgment and decree which has no value in the eyes of law and is liable to be set aside inter-alia on the following:

GROUNDS

- a. That the plaintiff obtained the impugned judgment and decree through fraud, misrepresentation, cheating and by concealing the actual facts from this Hon'able Court hence is liable to be set-aside.
- b. That the applicants were the absolute and exclusive owner of the 1-1/4-share of the property/House No.267-A, total land measuring 15-Marlas, bearing Property No.S-W-38-R-267, situated at Ravi Road, Lahore vide Document No.11729, Book No.1, Volume No.6035, Dated 26.04.1975 and other owners/shareholder of 1-1/4-share of the above said

- property i.e. (1) Munaza Begum wife of Muhammad Iftikhar, (2) Rouzina Obaid daughter of Muhammad Jahangir, (3) Fouzia Shahzad daughter of Muhammad Jahangir, (4) Khalid Jahangir son of Muhammad Jahangir, (5) Rashid Jahangir son of Muhammad Jahangir, (6) Majid Jahangir son of Muhammad Jahangir and they sale their respective share to the applicants through sale deed bearing Document No.2320, Book No.1, Volume No.3592, Sub-Registrar Data Gunj Baksh Town, Lahore and the applicants were possessed in the above said property.
- c. That one Muhammad Shahid son of Muhammad Bashir father of the plaintiff alongwith Shazia Azam, Bazga Ilyas (who are the inherited owners of her father Muhammad Ilyas (deceased)) prepare forge, fraudulent, bogus, false, frivolous, fictitious General Power of Attorney in his favour bearing General Power of Attorney bearing Document No.433, Book No.4, Volume No.177, Dated 30.03.2007, Sub-Registrar Data Gunj Baksh Town, Lahore which was cancelled and in this regard one Abtal Nama was prepared bearing Document No.245, Book No.4, Volume No.327, Dated 14.04.2023, Sub-Registrar Data Gunj Baksh Town, Lahore. It is pertinent to mention here that Muhammad Ijaz Ilyas son of Muhammad Ilyas, (2) Mst. Tahira Parveen widow of Muhammad Ilyas were died, who were the executants of the General Power of Attorney. The father of the plaintiff Muhammad Shahid son of Muhammad Bashir misused the fraudulent General Power of Attorney and malafidely execute the sale deed in favour of plaintiff.
 - d. That the facts narrated in the suit by the respondents are false, frivolous and misconceived.
 - e. That this Honourable Court can cancel review or recalled this judgment and decree under inherited powers.

- f. That the judgment and decree has been passed with grave miscarriage of justice and its setting aside is call of justice and good conscious.
 - g. That the *applicant*/defendant has not been properly served according to law.
 - h. That as elucidated above, the applicant neither received any notice nor was aware about the pendency of the suit and they came to know about the said judgment and decree just a week ago.
 - i. That the applicant/defendant neither received any notice nor summon etc. issued from this Hon'ble Court and even never got knowledge regarding the pendency of above titled suit.
 - j. That it is settled law and the direction of the apex court that the cases should be decided on merits instead of technicalities and nobody will condemned unheard.
 - k. That it is a fundamental right of the applicant/defendant to defend the present case in accordance with the law. That the material facts which have not been brought into the knowledge of this Hon'able Court, there were necessary for assistance of this Honourable Court for deciding the matter on merits.
 - l. That if the impugned judgment and decree is not set-aside the applicant/defendant shall suffer irreparable loss and injury.
3. That if this Honourable Court is not recalled, very or set aside the judgment and decree, the petitioner shall suffer irreparable loss and injury of his valuable property.

PRAYER:

Under the above said circumstance it is therefore, most respectfully prayed that the judgment and decree dated 15.11.2023 passed in the above titled case may kindly be set-aside.

It is further prayed that operation of judgment and decree dated 15.11.2023 may very kindly be suspended and execution proceedings may kindly be stayed.

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

Applicant

Through

Counsel
Advocate High Court
Awan-e-Adal, Lahore.

IN THE COURT OF MS. HUSNAIN ABBAS KAZMI,
LEARNED CIVIL JUDGE, LAHORE.

In re:-

Ruksh Ali **Vs.** Public-at-large etc.

(SUIT FOR DECLARATION WITH MANDATORY INJUNCTION)

APPLICATION 12 (2) CPC.

AFFIDAVIT OF: **Muhammad Aqeel** son of Muhammad Ayub, Caste Arrain, resident of House No.267-A, Main Ravi 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 _____ 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

(APPLICATION 12 (2) CPC)

**APPLICATION UNDER SECTION 151 CPC FOR SUSPENSION
OF OPERATION OF JUDGMENT AND DECREE DATED
15.11.2023 AND FOR STAYING EXECUTION PROCEEDINGS.**

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.

PRAYER:

*It is, therefore, most respectfully prayed
that the operation of judgment and decree
dated 15.11.2023 may very kindly be
suspended and execution proceedings may
very kindly be stayed in the interest of*

justice till the final disposal of instant application.

Ad-interim injunctive order may also be passed.

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

Applicant

Through

Counsel

Advocate High Court
Awan-e-Adal, Lahore.

(APPLICATION 12 (2) CPC)

**APPLICATION UNDER SECTION 151 CPC FOR SUSPENSION
OF OPERATION OF JUDGMENT AND DECREE DATED
15.11.2023 AND FOR STAYING EXECUTION PROCEEDINGS.**

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 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

(APPLICATION 12 (2) CPC)

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

Respectfully Sheweth:-

1. That the applicant has filed the titled application in this Honourable Court, which is yet to be fixed for hearing.
2. That the contents of the application 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 application 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 application 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

Counsel
Advocate High Court
Awan-e-Adal, Lahore.

(APPLICATION 12 (2) CPC)

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

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 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,

**The Worthy District & Sessions Judge,
Lahore.**

Sub: **APPLICATION FOR ENTRUSTING OF ACCOMPANY**
APPLICATION UNDER SECTION 12 (2) CPC TO ANY COURT OF
COMPETENT JURISDICTION.

Venerably supplicated as under:

That the applicant has to file an application under Section 12 (2) of CPC passed by Mr./Ms. _____, learned Civil Judge, Lahore for challenging judgment and decree dated 15.11.2023.

That the court of Mr./Ms. _____, learned Civil Judge, Lahore has been abolished.

It is, therefore, respectfully prayed that application may very kindly be accepted and Application under Section 12 (2) of CPC may very kindly be entrusted to any other court of law.

Applicant

*Through
IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.*

Civil suit No. _____ /2022

Ruhi Sohail wife of Sohail Sarwar daughter of Syed Iqbal Hussain Shah, resident of House No.315-G, Phase-V, DHA, Cantt., Lahore.

Plaintiff
V E R S U S

Public at Large.

Defendants

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF

Respectfully Sheweth; -

1. That the sister of plaintiff namely Ruby Iqbal daughter of Syed Iqbal Hussain Shah died on 10.11.2023 and she left behind the plaintiff as his legal heir. It is pertinent to mention here that the parents and brother of the plaintiff have also been died. Copies of death

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

2. That the deceased Ruby Iqbal left behind the properties (1) House No.53, land measuring 1-Kanal, 12-Malras, 220-Sq.ft. situated at H-Block, Gulberg, Lahore (half share holder) (2) Vehicle No.LEH-18-2640, Motor Car: Sukuki Mehran, Model 2018, Color, Silver, Engine No.PA732764, Chassis SD308PK01271255. Copies of ownership documents are attached herewith.
3. That the plaintiff is one and only legal heir of said deceased Ruby Iqbal and she is entitled to inherit the said properties.
4. That the plaintiff approached to the concerned department and informed about the death of Ruby Iqbal and requested him to incorporate the name of plaintiff as the legal heir of (deceased) Ruby Iqbal, regarding the above said properties, but they flatly refused to incorporate the name of plaintiff in its record as legal heir and asked for a decree for declaration from the competent court of law declaring the plaintiff as legal heir of Ruby Iqbal. Hence this suit.
5. That the cause of action arose firstly when Ruby Iqbal died and secondly when the

concerned department refused to incorporate the name of the plaintiff as legal heir of the deceased in their record with regard to the above said properties and the same is still continuing.

6. That the plaintiff is residing at Lahore, the cause of action accrued at Lahore, the suit properties are 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.

PRAAYER:

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 the defendant declaring the plaintiff as legal heir of deceased Ruby Iqbal regarding above said properties, in the interest of justice equity and fair play.

It is also prayed that the concerned department may kindly be directed to incorporate the name of the plaintiff as sole owner of the above said properties and complete the required process.

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

Plaintiff

Through

Mian Shahid Ameen
Advocate High Court

Amjad Ali Bhatti
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore this th day of
November, 2023 that the contents of Paras 1 to 4
are true to the best of my knowledge and belief
and those of Paras 5 to 7 are true to the best
of my information and belief.

Plaintiff

IN THE LAHORE HIGH COURT, LAHORE

W.P No. /2024

Roubia Babar wife of Waseem Ahmad Babar, resident of House No.1, Street No.82, Mohallah Rajgarh, Muslim Park, Lahore.

PETITIONER

VERSUS

1. Mian Amjad son of Jalal Din, resident of Kisan Auto Badami Bagh, Lahore.
2. Mian Juanid son of Mian Muhammad Iftikhar, resident of Gulshan Ravi, Lahore,
3. Malik Qaiser son off not know, resident of Ghau Shala, T No. 1, Biscuit Factory, 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, as given above are correct and sufficient for the purpose of service of notices and process upon them.
2. That the petitioner is law abiding, peace loving respectable citizen of the country having clean antecedent.

That brief facts giving rise to file the instant writ petition are that the petitioner is the owner in possession of land measuring 11 Kanal, 6 Marlas and 90fit. Khasra Nos. 1226, 1230, 1253, 1255, 1256, 1275, 1277 and land measuring 4 Kanal, 7 Marlas, 93 foot, Khewat No. 654, Khatooni No. 1419, Khasra No. 2992/1242 and land measuring 3 Kanal, 1 Marla, 135 sqft Khasra No. 5520/13680, land measuring 1 Kanal, 4 Marlas 120sqft, Khewat No. 622. Khtooni No. 1420, Khasra No. 2995/1243, land measuring 3 Kanal, 1 Marla, 19sqft, land measuring 2 Kanal, 11 Marla, and land measuring 10 Marlas, 92 sqft, Khewat No. 656. Khatooni No. 1421, Khasra No. 2954/1243, 1 Kanal, 15 Marla, Khewat No. 654, Khatooni No. 1242, Khasra No. 2993/1242 land measuring 1 Kanal, 12 Marlas 108sqft, land measuring 1 Kanal, 2 Marlas, 22 sqft, land measuring 1 Kanal, 9 Marlas 191 sqft Salam Khata 11-6-90, Khasra No. 1276, land measuring 13 Marlas, 62 sqft, land

measuring 12 Marlas, 92sqft. total land measuring 11 Kanal 18 Marlas situated at Mouza Jiya Mousa, Shahdra, Lahore. Copy of register sale and mutation are ANNEXURE-A & B attached herewith ON

4. That now the petitioner started construction upon the suit property, the respondents has no concern or connection with the suit property and they are owner of factory situated at the back side of suit property
5. That on 05.02.2024 at about 8 pm. respondents alongwith gunda elements came at the suit property and asked the petitioner to stop the construction work over the suit property, otherwise they clearly threatened they will forcibly take the possession of the suit property.
6. That due to the interference inhabit of the the vicinity, the respondents not succeeded in their illegal and unlawful act. The defendants also threated the petitioner that they will again come and take the possession the suit property illegally and unlawfully and also extended for dire consequences.
7. That it is pertinent to mention here the respondents raised the construction over their factory and they tried to construct the gate at the back side of their factor which is the front side of the suit property forcibly and illegally and there is nothing any street whatsoever.

8. That the petitioner time and again requested the plaintiff not to interfere the lawful possession and work of construction over the suit property but the respondents refused to accede the lawful and genuine request of the plaintiff.
 9. That if the respondents are not permanently restrained the interference in the lawful possession of the suit property as well as construction work, the petitioner shall suffer irreparable loss and injury.
 10. That due to strike the concerned civil as well as Session Court is closed and petitioner is unable to file the suit before the learned Civil Judge, hence this writ petition.
 11. That the petitioner has no other adequate, speedy remedy except to invoke the jurisdiction of this Honourable Court.
- PRAYER:**
- In view of the submissions made above, it is most respectfully prayed that by allowing this writ petition, that the respondents may very graciously be restrained permanently not to interfere the lawful possession as well as construction work over the suit property (mentioned in the head note) and also be directed not to construct the gate at the back side of factory, in the larger interest of justice

Any other relief which this Honourable Court considers necessary may also be granted.

Through

PETITIONER

MUHAMMAD AFZAL SANDHU

Advocate High Court Cell: 0303-4025853

CNIC #35202-3830966-3

16- Al Khush Building Bank Square, the Mall Lahore

CERTIFICATE

It is certified that this is I petition on the subject matter before this Hon'ble Court.

ADVOCATE

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Riaz Hussain son of Barkat Ali, resident of Mohallah Khokharan, Multan Road, Manowal, Post Office Khas, Chung, Lahore.

...Plaintiff

VERSUS

Safdar Ali son of Din Muhammad, resident of Village Toor, Post Office Kahna Nau, Tehsil Model Town, District Lahore.

...Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL WITH PERMANENT INJUNCTION AS CONSEQUENTIAL RELIEF.

Respectfully Sheweth: -

1. That the addresses of the parties to this suit are true and correct for the purpose of service of summons/notices and other process of this learned court.
2. That the plaintiff entered into an agreement to sell dated 07.11.2023 with the defendant regarding the purchase of land measuring 08-Kanal bearing Khewat No.246, Khatooni No.254, transferred share 160/3558, Salam Khata-177-Kanals 18-Marlas (177K-18M) Qitat-36, Jamabandi Year 2003-04, situated at Hadbast Mouza Toor Waraich Tehsil Model Town District Lahore

(hereinafter called the suit property) for total consideration amount Rs.1,60,00,000/- (One Crore and sixty Lac Only) whereas out of which Rs.56,00,000/- were received by the Defendant in shape of (1) Pay Order No.BC FTB 00002258, dated 07.11.2023, (2) Pay Order No.BC FTB 00002274, dated 01.12.2023 and received Rs.24,00,000/- (included Rs.500,000/- as token money) in shape of cash money in the presence of the witnesses on 07.11.2023 and handed over vacant possession of the suit property alongwith passage 15-Ft. to the plaintiff. The suit property is bounded as under: -

East: Houses of Village Toor
West: Agricultural land
North: Agricultural land
South: Houses of others

(Copy of the agreement to sell dated 07.11.2023 and title document is attached)

3. That it is settled between the parties that remaining amount Rs.80, 00,000 /- (Eighty Lac Only) will be paid till 17-11-2023 at the time of transfer of suit property in the name of the plaintiff.
4. That the Plaintiff on 17.11.2023, time and again requested the Defendant to get the suit property transferred in favor of the Plaintiff after receiving the remaining balance amount of Rs.80,00,000/-, but the Defendant always postpone the matter in greed of money and property upon one on another pretext, because the value of the suit property has raised now.
5. That now the Defendant in greed of money and to deprive the Plaintiff from his value able property bluntly refused to perform

the agreement to sell dated 07.11.2023. This act of the Defendant is whimsical, illegal, and unlawful and in violation of the agreement dated 07.11.2023, hence is not justifiable in any manner what so ever.

6. That the Plaintiff requested the Defendant that he had received a huge sum of Rs.80,00,000/- against the suit property from the Plaintiff and the Plaintiff are ever ready to pay the remaining balance amount, so the Defendant is bound to get the suit property transferred in the name of the Plaintiff after receiving the remaining balanced amount Rs.80,00,000/- But the Defendant had bluntly refused to honour the agreement dated 07.11.2023, and also threatened to alienate the suit property to someone else in greed of money. Hence the instant suit is preferred.
7. That if the Defendant succeed to dispossess the Plaintiff from the suit property and in alienating the suit property to someone else except the Plaintiff, then the Plaintiff shall be bound to bear irreparable loss and injury.
8. That the cause of action arose firstly on 07.11.2023, secondly and a few days ago upon refusal of the Defendant to honor the agreement dated 07.11.2023, and the cause of the action is still continuous.
9. That the suit property is situated here at Lahore, parties reside here at Lahore and the cause of action also arose here at Lahore,

therefore, the civil courts of Lahore have got the jurisdiction to adjudicate into the matter.

10. That the value of the suit for the purpose of jurisdiction and court fee is fixed at Rs.160,00,000/- and court fee of Rs.15,000/- shall be affixed before judgment.

PRAYER:

In the light of the above submissions and averments, it is most respectfully prayed that a decree of specific performance in favour of the Plaintiff and against the Defendant may kindly be passed and the suit property be transferred in favour of the Plaintiff. It is further prayed that the Defendant may also graciously be restrained from dispossessing the Plaintiff from the suit property and also from alienating the suit property to anyone else except the Plaintiff in the interest of justice, equity and fair play.

It is further prayed that the costs of the suit may also kindly be awarded.

Any other relief that is deemed apposite in the facts and circumstances of the case may also kindly be awarded.

Plaintiff

Through Advocate High Court

Verification: -verified on oath here at Lahore on this **10th day of January, 2024** that the contents of paragraphs No.1 to 7 are true to the best of

our knowledge and that of paragraphs No.8 to 10 are true to the best of our believes.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.In re: -

Riaz Husain Vs. Safdar Ali

(SUIT FOR SPECIFIC PERFORMANCE OF CONTRACT WITH
PERPETUAL INJUNCTION AS CONSEQUENTIAL RELIEF)

**APPLICATION UNDER ORDER XXXIX RULE 1 & 2 FOR
GRANT OF INTERIM STAY TILL THE FINAL DISPOSAL OF
THE TITLED SUIT.**

Respectfully Sheweth: -

1. That the titled suit is being filed today in this learned court in which no date of hearing is fixed so far.
2. That the contents of the accompanied plaint may graciously be construed as an integral part of this Application.
3. That prima facie the balance of convenience leans in favour of the Applicant/Plaintiff and there is every likelihood of his success.
4. That the Respondent/Defendant is adamant to dispossess the Applicant/Plaintiff and also adamant to alienate the suit

property to someone else to frustrate the agreement to sell and deprive the Applicant/Plaintiff from his valuable rights.

5. That if the Respondent/Defendant is not restrained from dispossessing the Applicant/Plaintiff from the suit property and also from alienating the suit property to someone else, then the Applicant/Plaintiff shall be bound to bear irreparable loss and injury.
6. That the affidavit is attached.

In the light of the above submissions and averments, it is most respectfully prayed that till the final disposal of the titled suit, the Respondent/Defendant may very graciously be restrained from dispossessing the Applicant/Plaintiff from the suit property and also from alienating the suit property to anyone else except the Applicant/Plaintiff in the supreme interest of justice, equity and fair play.

Any other relief that is deemed appropriate in the facts and circumstances of the case may also kindly be awarded.

Applicant/Plaintiff

Through

WAQAS HAIDER
SANDHU
Advocate High
Court

Verification: -

Verified on oath here at Lahore on this **10th day of January, 2024**
that the contents of this application are true and correct to the best of
our knowledge and believes.

Applicant/Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re: -

Riaz Hussain Vs. Safdar Ali

(SUIT FOR SPECIFIC PERFORMANCE OF CONTRACT WITH
PERPETUAL INJUNCTION AS CONSEQUENTIAL RELIEF)

APPLICATION UNDER ORDER XXXIX RULE 1 & 2 FOR
GRANT OF INTERIM STAY TILL THE FINAL DISPOSAL OF
THE TITLED SUIT.

AFFIDAVIT OF: Riaz Hussain son of Barkat Ali, resident of Mohallah Khokharan, Multan Road, Manowal, Post Office Khas, Chung, Lahore.

The above named deponent does hereby solemnly declare and affirm as follows: -

1. That the titled suit and application is being filed today in this learned court in which no date of hearing is fixed so far.
2. That the contents of the accompanied Application and plaint may graciously be construed an integral part of this affidavit.

Deponent

Verification: -

Verified on oath here at Lahore on this 10th day of January, 2024 that the contents of this Affidavit are true to the best of my knowledge and belief.

Deponent

IN THE COURT OF MS. KIRAN NISHAT, LEARNED CIVIL JUDGE, 1ST CLASS, LAHORE.

Muhammad Riaz son of Nazir Ahmed, resident of Street No.10, Habib Park, Opposite Mansoora, Multan Road, Lahore.

Petitioner

V E R S U S

- 1. LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
- 2. XEN LESCO**, Division Allama Iqbal, Lahore.
- 3. Mumtaz SDO LESCO**, Sub-Division, Rana Town, Lahore.

Respondents

(SUIT FOR PERMANENT AND MANDATORY 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 _____.
2. That on 27.11.2023 this Honourable Court was pleased to pass an order and ***directed the respondents to restore the electricity meter connection reference # 06-11238-0606200U***. Copy of stay order is attached herewith.

3. That the petitioner got the attested copy of the order passed by the Honourable Court and approached the respondent and provided them the copy of the order passed by the Honourable Court and apprised them to restore the electricity supply of the petitioner in the light of order, but respondents specifically respondent No.3 flatly refused to comply with the order and stated that the respondent No.3 is not bound to abide by the order passed by the court, the petitioner showed the copy of order but of no avail, respondents have flatly refused to comply with the order in true letter and spirit.
4. That respondents/contemnors clearly committed contempt of courts order dated 27.11.2023 and they are liable to prosecuted under the relevant provisions of law. The acts of the respondents/contemnors are amount to contempt of court and such type of actions are always condemned by the superior courts.

According to settle law by superior courts a contemnor should not be spared and must be punished according to law.

5. 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 maintain status quo within a specified time 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 maintain status quo.
6. 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 respondent may very kindly be prosecuted under the relevant provisions of law for willful, deliberate, intentional, malafide and illegal disobedience of the aforesaid order dated 27.11.2023, passed by this Honourable Court and strict legal action may kindly be taken against the respondent for the aforesaid violation and disobedience of the aforesaid order and a direction may also be issued for compliance of the aforesaid order dated 27.11.2023 in the interest of justice and law .

It is further prayed that the respondents be directed to restore the electricity supply of the petitioner.

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

Petitioner

Through

Munawar Masood Heera
Advocate High Court

**IN THE COURT OF MS. KIRAN NISHAT, LEARNED CIVIL
JUDGE, 1ST CLASS, LAHOR**

In re:

Muhammad Riaz Vs. LESCO etc.

(SUIT FOR PERMANENT AND MANDATORY INJUNCTION)

CONTEMPT APPLICATION

AFFIDAVIT OF: *Muhammad Riaz son of Nazir Ahmed,
resident of Street No.10, Habib Park,
Opposite Mansoora, Multan 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 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

1. Riaz Bibi widow of Muhammad Bashir Asad

2. Sobia

3. Samina Shaheen daughters of Muhammad Bashir Asad

residents of House No.E543, Street No.3, Chungi Amar Sadhu, Lahore.

Plaintiffs

V E R S U S

1. Muhammad Shafiq son of Muhammad Bashir Asad,
resident of _____

2. Rozina Shaheen wife of Khalid Ali daughter of
Muhammad Bashir Asad resident of _____

3. Robina Shaheen wife of Muhammad Tariq daughter
of Muhammad Bashir Asad resident of _____

4. Shahida Bibi wife of Arif Nadeem daughter of
Muhammad Bashir Asad resident of _____

5. Public-at-large.

6. Sub-Registrar Model Town, Lahore.

**7. Tehsildar Hadbust Mouza Amar Sadhu, Tehsil Cantt.
District Lahore.**

Defendants

**SUIT FOR DECLARATION WITH PERMANENT AND
MANDATORY INJUNCTION.**

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 brief facts of the instant suit are that plaintiff No.1 is widow and plaintiffs No.2&3 and defendants No.1 to 4 are legal heirs of (Late) Muhammad Bashir Asad.
3. That Muhammad Bashir Asad was owner in possession of House No.42, land measuring 5-Marlas, Khasra No.999, Khewat No.729, Khatouni No.279, house having electricity, sump gas and water connections, surrounded as, East:

Passage, West: Property of other, North: House of Hameed, South: House of Idrees, situated at Hadbust Mouza Amar Sadhu, Tehsil Cantt. District Lahore, vide Sale Deed bearing Document No. 1611, Book No. 1, Volume No. 117, Dated 15.06.1976, Lahore, Mutation # 48523.

4. That Muhammad Bashir Asad (deceased) gifted the above said property to the plaintiff vide written Gift Deed dated 04.06.2012. The plaintiffs accepted the gift and possession was handed over to the plaintiffs.
5. That the plaintiffs since the execution of the gift deed are enjoying the peaceful and lawful possession of the suit property.
6. That defendants No.1 to 4 have no concern or connection with the suit property and the plaintiffs

are legal and lawful owners in possession of suit property.

7. That the plaintiffs approached defendants No.6&7 and asked them to incorporate the names of plaintiffs as lawful owners in possession of suit property but defendants No.6&7 firstly lingered the matter and later on flatly refused to adhere the genuine and lawful request made by the plaintiffs and demanded decree of this Honourable Court, hence this suit. Defendants No.1 to 4 are denying the gift.

8. That the said acts of the defendants are illegal and unlawful. If by way of permanent injunction the defendants are not restrained from illegal acts and designs, the plaintiffs are bound to suffer an irreparable loss.

9. That the cause of action accrued in favour of the plaintiffs and against the defendants firstly when defendants No.6&7 demanded decree and finally when the defendants flatly refused to listen the genuine and lawful request of the plaintiffs and the same cause of action is still continues.
10. 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.
11. 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 a decree for declaration with permanent and mandatory injunction

may kindly be passed in favour of the plaintiffs and against the defendants, declaring the plaintiffs as lawful owners in possession of suit property.

Through permanent restraining the defendants permanently from transferring, alienating and selling the suit property illegally, unlawfully and forcibly, in any manner whatsoever.

Through mandatory injunction directing defendants No.6&7 to incorporate the names of plaintiffs as lawful owner in possession of suit property.

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

Plaintiffs

Through

Malik Abdul Rehman Awan
Advocate High Court
Malik A.R Rehman Awan & Co.
Chungi Amar Sadhu,
Kamahana Road, Lahore.

VERIFICATION:

Verified on Oath at Lahore on _____ day of January, 2024 that the contents of paras 1 to 7 are correct to my knowledge and the remaining paras 8 to 10 thereof are correct to information and belief.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE. *In re:*

Riaz Bibi etc. Vs. Muhammad Shafiq etc.

(SUIT FOR DECLARATION 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 respondent.
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
respondent may kindly be restrained***

till the final decision of the main suit in any manner whatsoever.

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

Petitioners

Through

Advocate High Court

**IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.**

*In re:
Riaz Bibi etc. Vs. Muhammad Shafiq etc.*

(SUIT FOR DECLARATION ETC)

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

AFFIDAVIT OF

Riaz Bibi widow of Muhammad Bashir Asad resident of House No.E543, Street No.3, Chungi Amar Sadhu, 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 SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Riaz Ali son of Nawab Din, resident of Near Junior Model School, Mohallah Sultan Ahmad Road, Ichhra, Lahore.

Plaintiff
VERSUS

Ijaz Bagh Ali son of Bagh Ali, resident of House No.25,
Street No.10, Sultan Ahmad, Ichrra., Lahore.

Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 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 defendant being owner of a Property/Double Story House land measuring 2-Marlas, 89-Sq.ft., bearing Khasra No.7229, situated at House No.25, Street No.10, Sultan Ahmad Road, Ichhra, Lahore (Hereinafter called the Suit Property) entered into an agreement to sell dated _____ with the plaintiff regarding the sale of above suit property against the consideration of Rs.65,00,000/- and on 02.03.2020, the defendant received Rs.20,000/- as token and on

06.04.2021 defendant received an amount of Rs.52,00,000/-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 of the above referred property i.e. 06.08.2023 and the possession of the suit property is hand over to the plaintiff at the time of execution/registration of the suit property. 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.12,80,000/- 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.65,00,000/- 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 _____ 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

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:

Riaz Ali Vs. Ijaz Bagh Ali

(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 in any manner whatsoever.

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

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Riaz Ali Vs. Ijaz Bagh Ali

(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:

Riaz Ali son of Nawab Din, resident of
Near Junior Model School, Mohallah
Sultan Ahmad Road, Ichhra, 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. _____ /2024

Riaz Ahmad son of Muhammad Yousaf, resident of Mohallah Kot Bahal Singh, Raiwind, Lahore.

...Plaintiff

...VERSUS...

- 1. Imtiaz Ahmad** son of Mian Muhammad Yousaf resident of Mughal Market, Raiwind, Lahore.
- 2. Ijaz Ahmad** son of Muhammad Yousaf, through legal heir: -
 - a. Kausar Parveen (widow)
- 3. Nusrat Parveen** daughter of Muhammad Yousaf, resident of Johar Town, Lahore.
- 4. Asmat Parveen** daughter of Muhammad Yousaf, resident of Johar Town, Lahore.

- 5. Jameela Parveen** daughter of Muhammad Yousaf, resident of Ghaziabad, Lahore.
- 6. Shakeela Parveen** daughter of Muhammad Yousaf, resident of Kot Murad Khan Kasur.
- 7. Ibad Khan** son of Ghaus Muhammad, resident of Foja Singh Raiwind, Lahore.
- 8. Muhammad Awais,**
- 9. Waqas Ahmad,**
- 10. Muhammad Waqar,**
Sons of Ibad Khan,
- 11. Muhammad Jafar** son of Sher Muhammad, resident of Raiwind Kalan, Lahore.
- 12. Muhammad Aslam** son of Muhammad Ashraf (Waris Muhammad Ashraf)
- 13. Parveen Akhtar** wife of Muhammad Jafar, resident of Raiwind Kalan, Lahore.
- 14. Muhammad Sohail** son of Amir Shahzad,
- 15. Muzamil Jameel** son of Muhammad Jameel, resident of Madina Town Raiwind, Lahore.

...Defendants

SUIT FOR SPECIFIC PERFORMANCE OF THE CONTRACT
DATED 21.07.1990 CANCELLATION OF DOCUMENTS,
MUTATIONS, DECLARATION WITH PERMANENT
INJUNCTION

Respectfully Sheweth: -

1. That the brief facts and circumstances of the instant suit are that predecessor in interest of the plaintiff as well as defendants namely Muhammad Yousaf son of Mian Muhammad Saddique was owner in possession of following properties: -

- a. Property measuring 3K-6M and 42 Sqft bearing Khasra No.1430, 1431, 1437, 1438, 4346/1443, 5383/1833 Hadbast Mauza Raiwind, Lahore.
- b. Property measuring 8 Marlas and 215 Sqft bearing Khasra No.1437/1 Hadbast Mauza Raiwind, Lahore.
- c. Property measuring 2K-1M and 178 Sqft bearing Khasra No.4348/1462, 4349/1462, 1467 Hadbast Mauza Raiwind, Lahore.
- d. 119 Sqft share in the above situated at Kot Bahal Singh, Jamia Street Railway Road, Raiwind bearing Khasra No.3924/2026.
- e. Property measuring 2 Marlas and 198 Sqft bearing Khasra No.1510, 1511 Hadbast Mauza Raiwind District, Lahore.

Situated at Hadbast Mauza Raiwind District, Lahore.

- 2. That the predecessor in interest of the plaintiff as well as defendants namely Muhammad Yousaf son of Mian Muhammad Saddique died on 09.11.1985 left behind the plaintiff and defendants No.1 to 6 as well as the above said properties mentioned in Para No.1.
- 3. That thereafter the above said suit properties were transferred through inherited mutation No.9320 in the year of 1985 in the name of the plaintiff as well as

defendants No.1 to 6 and also in the name of Ghulam Fatima widow of Muhammad Yousaf, mother of plaintiff as well as defendants No.1 to 6, it is pertinent to mention here that Ghulam Fatima also died on 17.11.2013

4. That in the year of 1990 the Goldsmith business of the defendant No.2 namely Ijaz Ahmad was collapsed and tried to dispose of his following properties to someone in the market.
5. That when it came into the knowledge of mother of the plaintiff and defendants No.1 to 6 then she objected that this property will not be sold to someone out of the family and in meantime it was divided in the family that share of Ijaz Ahmad in the property will be sold to the plaintiff and plaintiff will pay whole amount to Ijaz Ahmad and in this respect agreement to sell will also be executed and Ijaz Ahmad will try to pay the whole amount back to the plaintiff in the next following years so on the instructions of the mother of the plaintiff, the plaintiff paid the whole amount of Rs.4,80,000/- to the defendant No.2 in the presence of witnesses and in this regard, an agreement to sell was executed in this context on 21.07.1990.

6. That after obtaining the above said amount, defendant No.2 namely Ijaz Ahmad again restarted his business of Gold Smith but in coming years the said Ijaz Ahmad could not succeed to pay the amount back to the plaintiff and lastly Ijaz Ahmad unfortunately died on 18.02.2008.
7. That it is not out of place to mention here that the above agreement to sell was in the safe custody of the mother of the plaintiff and defendants No.1 to 6 but unfortunately she died in the year of 2014 and thereafter the plaintiff tried to get the agreement to sell but could not succeed. Thereafter, it came to the knowledge that following deeds are executed illegally and their mutations were also sanctioned illegally.
8. That two months ago, the maternal uncle of the plaintiff namely Munir Ahmad called me in his house and some papers handed over to me and asked these papers are belonged to your mother, when the plaintiff sorted out the papers, the said agreement to sell was included in the said papers.
9. That thereafter the plaintiff approached the concerned revenue office for obtaining the inherited properties record then it transpired from the record that the

property of the defendant No.2 namely Ijaz Ahmad have been mutated through following exchange deeds:

-

- i. Exchange deed agriculture bearing document No.4914, Book No.1, Volume No.2916, Dated 24.06.1999, Sub-Registrar Saddar, Lahore bearing Mutation No.18240, dated 24.08.1999.
- ii. Exchange Document No.11922, Book No.1 Volume No.3563, dated 11.12.2001 Sub Registrar Saddar, Lahore Mutation No.19833 Dated 17.01.2002.
- iii. Sale Deed bearing Document No.7265, Book No.1, Volume No.6120, dated 26.04.2021 Sub-Registrar Allama Iqbal Town, Lahore Mutation No.12507, Dated 31.05.2021.
- iv. Sale Deed bearing Document No.7266, Book No.1, Volume No.6120, Dated 26.04.2021, Sub-Registrar Allama Iqbal Town, Lahore Mutation No.12508, Dated 31.05.2021.
- v. Sale Deed bearing Document No.7264, Book No.1, Volume No.6120, Dated 26.04.2021, Sub-Registrar Allama Iqbal Town, Lahore Mutation No.12509, Dated 31.05.2021.

- vi. Inherited Property Mutation No.5635, dated 06.04.2018 (deceased Muhammad Ashraf through Muhammad Aslam son of Muhammad Ashraf)
 - vii. Gift Deed (Hiba Nama) bearing Document No.166, Book No.1, Volume No.425, Dated 11.05.2015, Sub-Registrar Allama Iqbal Town, Lahore bearing Mutation No.42215 dated 13.04.2016.
10. That the defendants are going to sale out the property of the plaintiff to any other persons illegally and unlawfully on the basis of forged documents, however, the plaintiff never ever wants to sale out his property to any other person.
11. That the defendants who have no concern with the suit property have a bad eye upon the property of the plaintiff and the defendants by adopting different coercive measures, started to harass and threatened the plaintiff with dire consequences and tried to alienate the property in question.
12. That the act of the defendants is illegal and unlawful, they have no rights or locus standi upon the suit property.

13. That thereafter, the plaintiff along with people of respectable of the locality approached the defendants and requested not to do illegal acts regarding the suit property but the defendants did not pay any heed upon the genuine and lawful request of the plaintiff.
14. That if the defendants are not restrained from the illegal acts, the plaintiff will be bound to suffer an irreparable loss and injury.
15. That according to the agreement to sell dated 21.07.1990, it is the option of the plaintiff that whenever he wants to get sale deed in this regard. Defendants will execute the sale deed in favor of the plaintiff. So notices to defendants were forwarded that a sale deed be executed in favor of the plaintiff. Copy of notice and receipt are attached.
16. That the plaintiff asked the defendants to get cancelled Exchange Deeds, Sale Deeds, Hiba Nama and Mutations but they refused. Hence this suit.
17. That the cause of action accrued in favour of the plaintiff time and again which is still continuing.
18. That the cause of action accrued at Lahore, properties are also situated at Lahore, parties to the suit are also residents of Lahore, therefore, this Honourable Court has got the jurisdiction to adjudicate upon the matter.

19. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 480,000/-, the court fee will be affixed by the order of this Honourable Court.

PRAAYER: -

It is most respectfully prayed that the suit for specific performance of the contract dated 21.07.1990 cancellation of documents, mutations, declaration with permanent injunction may kindly be decreed in favour of plaintiff and against the defendants and the following sale deeds, registered exchange deeds, Hiba Nama & Mutations may kindly be cancelled which is as under:

- i. ***Exchange deed agriculture bearing Document No.4914, Book No.1, Volume No.2916, Dated 24.06.1999, Sub-Registrar Saddar, Lahore bearing Mutation No.18240, dated 24.08.1999.***
- ii. ***Exchange Document No.11922, Book No.1 Volume No.3563, dated 11.12.2001 Sub-Registrar Saddar, Lahore Mutation No.19833 Dated 17.01.2002.***
- iii. ***Sale Deed bearing Document No.7265, Book No.1, Volume No.6120, dated 26.04.2021***

***Sub-Registrar Allama Iqbal Town, Lahore
Mutation No.12507, Dated 31.05.2021.***

- iv. ***Sale Deed bearing Document No.7266, Book No.1, Volume No.6120, Dated 26.04.2021, Sub-Registrar Allama Iqbal Town, Lahore Mutation No.12508, Dated 31.05.2021.***
- v. ***Sale Deed bearing Document No.7264, Book No.1, Volume No.6120, Dated 26.04.2021, Sub-Registrar Allama Iqbal Town, Lahore Mutation No.12509, Dated 31.05.2021.***
- vi. ***Inherited Property Mutation No.5635, dated 06.04.2018 (deceased Muhammad Ashraf through Muhammad Aslam son of Muhammad Ashraf)***
- vii. ***Gift Deed (Hiba Nama) bearing Document No.166, Book No.1, Volume No.425, Dated 11.05.2015, Sub-Registrar Allama Iqbal Town, Lahore bearing Mutation No.42215 dated 13.04.2016.***

It is further prayed that the defendants may kindly be directed to execute the sale deeds of the inherited share of Ijaz Ahmed

(deceased) as per agreement to sell dated 21.07.1990 in favour of the plaintiff, failing which this Honourable Court may execute the sale deeds in favour of the plaintiff through process of the court i.e. the Honourable Court may kindly be appointed representative of the Honourable Court to execute the sale deeds, who appear before the concern Sub-Registrar and execute the sale deeds in favour of the plaintiff.

It is further prayed that the defendants may kindly be directed to handover the physical possession of the suit properties to the plaintiff, otherwise this Honourable Court may kindly be handed over the physical possession of the suit properties to the plaintiff in any manner whatsoever.

It is further prayed that till the final disposal of the suit, the defendants be restrained from alienating, transferring or selling the suit properties in any manner whatsoever.

Ad-interim injunction may also be granted.

Any other relief which this Honourable Court deems fit and proper may kindly be granted in favour of the plaintiff.

...Plaintiff

Through: -

Mian Muhammad Arshad Iqbal
Advocate High Court
Room No. 152, Lawyers Chambers,
District Courts, Lahore.

VERIFICATION

Verified on oath at Lahore on this ____ day of April 2024 that the contents of the paras No. 1 to 15 are correct to the best of my knowledge and those of remaining paras No. 16 to 18 are correct to the best of my information and belief.

Plaintiff
IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

In re:-

Riaz Ahmad

VS
Imtiaz Ahmad etc

APPLICATION UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 C.P.C.

Respectfully Sheweth:-

1. That the petitioner has filed the titled suit in this Honourable Court in which no date of hearing has been fixed so far.
2. That the averments of the plaint may kindly be treated as an integral part of this application.
3. That the petitioner has good *prima-facie* and arguable case in his favour and there is every likelihood of its ultimate success.
4. That the balance of convenience also lies in favour of the petitioner rather than the respondents.

5. That if the respondents are not restrained from their illegal acts and designs, the petitioner shall suffer irreparable loss and injury.

PRAYER: -

It is, therefore, most respectfully prayed that till the final disposal of the suit, the defendants be restrained from alienating, transferring or selling the suit property in any manner whatsoever.

Ad-interim injunction may also be awarded till the final disposal of this petition.

...Petitioner

Through: -

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

In re:-

**Riaz Ahmad
VS
Imtiaz Ahmad etc.**

(APPLICATION UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 C.P.C.)

AFFIDAVIT OF: **Riaz Ahmad** son of Muhammad Yousaf, resident of Mohallah Kot Bahal Singh, Raiwind, Lahore.

1. That the contents of the accompanying application may kindly be read as integral part of this affidavit.
2. That the contents of the accompanying application are correct and true to the best of my knowledge and nothing has been concealed therefrom.

D e p o n e n t

V E R I F I C A T I O N

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

D e p o n e n t

IN THE COURT OF DISTRICT JUDGE LAHORE.

Civil Revision No._____ /2024

Jason son of

Petitioner

VERSUS

Barbara etc. son of

Respondents

**REVISION PETITION AGAINST THE ORDER DATED
27.04.2015 PASSED BY MR. MALIK MUHAMMAD ASIF,
LEARNED CIVIL JUDGE LAHORE.**

Respectfully Sheweth;:-

1. That brief facts giving rise to the present revision petition are that the respondents filed a suit for partition alongwith permanent

injunction (with separate possession) against the petitioner.

2. That the petitioner appeared before the learned trial court and stated that the matter of the case is under conclusion before the members of punchayat and there is apprehension that the same will be resolved over there and if the same will not be decided then the petitioner will file the written statement but the learned trial court while passing impugned order dated 27.04.2015 closed the right of the petitioner to file the written statement.
3. That the impugned order dated 27.04.2015 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.

PRAAYER:

*It is, therefore, respectfully prayed
that the present revision may kindly be
accepted and the impugned order dated
27.04.2015 may kindly be set-aside, and*

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

*Petitioner
Through*

Muhammad Tabsheer
*Advocate High Court
Awan-e-Adal, 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:

Jason **Vs.** Barbara etc.

(REVISION PETITION)

AFFIDAVIT OF: Jason son of

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 June, 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:
Jason **Vs.** Barbara 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:

Jason **Vs.** Barbara etc.

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

AFFIDAVIT OF: Jason 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 June, 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:

Jason **Vs.** Barbara etc.

INDEX

Sr. No.	Description of documents	Page No
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
Awan-e-Adal, Lahore.*

IN THE COURT OF _____, LEARNED
CIVIL JUDGE, LAHORE.

In re:-

Versus

(suit for _____ etc)

APPLICATION UNDER ORDER IX, RULE 9 READ WITH
151 CPC FOR RESTORATION OF SUIT DISMISSED ON
14.02.2023 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 14.02.2023.
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 14.02.2023. 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

AFFIDAVIT OF: _____ 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 _____ day of
June, 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

(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

Advocate High Court

AFFIDAVIT OF:

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 June, 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.

Muhammad Razzaq son of Ch. Muhammad Shaukat,
resident of House No.423, Street No.4, Awami
Colony, Cantt., Lahore.

Plaintiff
VERSUS

1. **Muhammad Tariq Bhatti** son of Badar Din Bhatti, resident of Village Piba Kahna Kacha Nau, Lahore.
2. Sub-Registrar Nishter Town, Lahore.

Defendants

**SUIT FOR DECLARATION, POSSESSION 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 necessitating to file the instant suit are that the plaintiff purchased the property measuring 1-Kanal, out of Khewat No.192, Khatouni No.209-208, Qitat-10, Salam Khata 64-Kanals, transferred share 20/1280(1-Kanal), Khasra No.1669, situated at Hadbust Mouza Kacha, Tehsil Model Town, District Lahore from real owner one Aftab Hassan son of Sana Ullah, resident of Mouza Chand Rai, Tehsil Model Town, District Lahore vide Document No.17600, Book No.1, Volume No.9334, Dated 22.06.2021, registered with the office of the Sub-Registrar Nishter Town, Lahore against

consideration of Rs.23,76,000/- . Possession of the property was handed to the plaintiff (hereinafter called suit property). Copy of the sale deed is attached herewith for kind perusal of this Honourable Court.

3. That after purchasing the suit property the plaintiff enjoying possession of the same and the property was remained in use of the plaintiff.

4. That the plaintiff came to known that the defendant No.1 is claiming that the suit property is not property of the plaintiff but of the defendant No.1. It is pertinent to mention here that the defendant No.1 is

owner of the suit property that is situated near other side of the property of the plaintiff. The defendant No.1 has no concern with the property of the plaintiff i.e. the suit property.

5. That the plaintiff went to the suit property on September, 2021, plaintiff found that the defendant No.1 is illegally and unlawfully is in possession of the suit property. The plaintiff told to the defendant No.1 that the suit property is owned by plaintiff and he purchased from the real owner of the property and description of the suit property has also been given in the sale

deed, therefore, the claim of the defendant No.1 is illegal, unlawful and without any legal justification and defendant No.1 is illegally in possession of the suit property.

6. That the defendant No.1 did not concede the real and genuine request of the plaintiff and did not leave the suit property and remained in possession of the suit property.

7. That the defendant No.1 promised to leave the suit property and to handover the same to the plaintiff but time and again defendant No.1 did not leave the suit property and did not handover the possession

of the suit property to the plaintiff on one pretext or the other, hence this suit.

8. That firstly the cause of action accrued in favour of the plaintiff and against the defendants when the defendant No.1 occupied the suit property of the plaintiff illegally, unlawfully, secondly when the defendant No.1 promised to the plaintiff to leave the suit property and handover the possession of the same and finally two weeks ago when the defendant No.1 flatly refused to listen the genuine and lawful request of the plaintiff and did not handover the possession of the suit property and the same is still continuous.

9. That the parties of the suit are residing at Lahore, cause of action accrued at Lahore,

suit property is also situated at Lahore, hence 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 as well as jurisdiction is fixed Rs.23,76,000/- and appropriate court fee will be affixed later on by order of this Honourable Court.

Under the above said circumstances it is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants by declaring therein that the plaintiff is legally, real owner of the suit property and the defendant No.1 has no concern with the suit property, his claim and possession over the suit property is illegal, unlawful and without any legal justification.

It is further prayed that the a decree for possession may kindly be passed in favour of the plaintiff and against the defendant No.1, directing the defendant No.1 to handover the possession of the above said suit property.

It is further prayed that the defendant No.1 may very kindly be restrained from handing over the possession of the suit property to any other person, and also be restrained from changing the nature and superstructure of the suit property, illegally, unlawfully and forcibly in any manner whatsoever.

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

Plaintiff

Through

Sardar Muhammad Farooq Khan
Advocate High Court, Lahore.

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:-

Abdul Rasheed
Vs.
Muhammad Tariq Bhatti etc.

(SUIT FOR DECLARATION, POSSESSION ETC)

**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 respondent No.1 may kindly be restrained from handing over the possession of the suit property to any other person, and also be restrained from changing the nature and superstructure of the suit property, illegally, unlawfully and forcibly in any manner whatsoever till the final disposal of the suit.

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

Petitioner

Through

Advocate High Court, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:-

Abdul Rasheed

Vs.

Muhammad Tariq Bhatti etc.

(SUIT FOR DECLARATION, POSSESSION ETC)

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

AFFIDAVIT OF: Muhammad Razzaq son of Ch.
Muhammad Shaukat, resident of
House No.423, Street No.4,
Awami Colony, 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 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

Muhammad Razzaq son of Ch. Muhammad Shaukat,
resident of House No.423, Street No.4, Awami
Colony, Cantt., Lahore.

Plaintiff

frVERSUS

1. **Liaqat Ali** son of Haji Siraj Din
2. Waris Ali son of Haji Siraj Din
Caste Arrain, residents of Dulu Khurd, Tehsil
Cantt., District Lahore.
- 3.
4. **Public-at-Large.**

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 defendants are real uncle of the plaintiff. Father of the plaintiff and the defendants were/ or owners of the property measuring 115-Kanals, 4-Marlas, through Jamabandi year 1998-99, Mutation No.10134, legacy approved Dated 30.07.2004, situated at Hadbust Mouza Gajjumata, Tehsil Cantt., District Lahore. Mst. Naziran Begum widow of Haji Siraj Din, mother of the father of the plaintiff and defendants gifted the suit property to the father of the plaintiff and defendants vide Gift Deed bearing Document No.14600, Book No.1, Volume No.2295, Dated 15.11.2007, registered with the office of Sub-Registrar Nishter Town, Lahore. Copy of the

Gift Deed is attached for the kind perusal of this Honourable Court.

3. That the father of the plaintiff has died, who left behind his legal heirs **(1)** Hafeezan (widow), **(2)** plaintiff himself, **(3)** Rafaqat Ali (son), **(4)** Rehan Yousaf (son), **(5)** Uzma (daughter), **(6)** Rehana Arshad (daughter), **(7)** Lubna Shaukat (daughter) & **(8)** Sonia Shoukat (daughter).
4. That the property is still joint property and is in possession of all owners of the property jointly, which is to be partitioned according to the respective shares of the defendants and legal heirs of (Late) Shaukat Ali.
5. That share of the plaintiff is made out measuring 7-Kanals, 2-Marlas, 29-Sq.Ft., which is to be given to the plaintiff after partitioned of the suit property.
6. That the plaintiff came to known that the defendants have intended to sell the entire suit property and have intended to change the nature of the suit

property including share of the plaintiff illegally and unlawfully. The plaintiff asked the defendants to restrain from changing the nature of the suit property and to sell the same without partitioned and to separate the share of the plaintiff but they have refused to concede the genuine and lawful request of the plaintiff.

7. That the plaintiff approached to the defendants and asked them for partitioned of the suit property, to separate share of the plaintiff and to handover the same share to the plaintiff but the defendants refused to accept the genuine and lawful request of the plaintiff, hence the suit.
8. That the cause of action arose in favour of the plaintiff and against the defendants firstly when the defendants refused to partition of the suit property and to separate the share of the plaintiff for handing over the same and secondly 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 entire suit property without partition 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 partition of Joint Property may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the plaintiff and defendants are owners of the suit property and share of the plaintiff i.e. 7-Kanals, 2-Marlas, 69-Sq.Ft. may kindly be separated from the suit property and may kindly be handed over to the plaintiff.

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 till the final disposal of the suit.

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

Plaintiff

Through Advocate High Court, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this 23rd day of December, 2023 that the contents of the above plaint from Paras Nos.1 to 7 are true and correct to the best of my knowledge and belief and rest of the Paras Nos.8 to 10 correct to the best of my information.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Razzaq **Vs.** Liaqat Ali etc.

(SUIT FOR PARTITION ETC)

**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

Advocate High Court, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Razzaq **Vs.** Liaqat Ali etc.

(SUIT FOR DECLARATION, PARTITION ETC)

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

AFFIDAVIT OF:

Muhammad Razzaq son of Ch.
Muhammad Shaukat, resident of
House No.423, Street No.4,
Awami Colony, 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 23rd 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.

AMENDED PLAINT

1. **Mian Razzaq Ahmad** son of Ghulam Muhammad, proprietor of Sitara Electric, Al-Riaz Shopping Centre, Shalimar Link Road, Baghbanpura, Shalimar Lahore.

2. Mohsin Munir son of Muhammad Munir, proprietor of M.M. Electric, Al-Riaz Shopping Center, Shalimar Link road, Baghbanpura, Shalimar Lahore.

3. Muhammad Anwar Malik son of Malik Barkat Ali, owner of Shops situated in Al-Riaz Shopping Centre, Shalimar Link Road, Baghbanpura, Shalimar Town, Lahore.

Plaintiffs

V E R S U S

1. Sohail Aziz son of Abdul Aziz, proprietor/owner Shop Madina Autos, Al-Riaz Shopping Centre, Shalimar Link Road, Baghbanpura, Lahore.

2. Munib Sohail son of Sohail Aziz, resident of House No.47/48, Shalimar Link Road, Madina Autos, Lahore.

Defendants

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth:-

- 1A.** That the amended plaint is amend of the order of the Honourable Court.
- 1- That the addresses of the parties are correct for the purpose of notices and summons etc. upon the parties.
 - 2- That the brief facts of the instant suit are that the plaintiff are owners in possession of shops situated in a plaza commonly known as Al-Riaz Shopping Centre, Shalimar Link Road, Baghbanpura, Shalimar Lahore which consists upon more than 50 shops and residential flats at upper stories which are under the ownership of different purchasers including the plaintiffs. It is pertinent to mention here that the said building/ Al-Riaz Shopping Centre have four approaching ways/road from main Shalimar link road and the back side of the said building is adjacent to Abadi/different houses, which explained through un-scaled site plan, attached with the plain.
 - 3- That the defendant who is also owner of one shop in Al-Riaz Shopping Centre and running his business with the name and style of "Mandina Autos". It is pertinent to mention here that the defendant has purchased property adjacent to the Al-Riaz Shopping Centre.
 - 4- That the defendant illegally, unlawfully and forcibly wants to create a path to his property by breaking the wall of said Al-Riaz Shopping Centre for which he has no right or entitle to do so because all the boundary and site plan has already been defined regarding the said shopping Centre.
 - 5- That on 12.12.2022, the defendant illegally, unlawfully and forcibly tried to break the wall of Al-Riaz Shopping Centre to create a path approaching to his house/property but due to the timely intervention of plaintiffs and other owners of

shops of said Al-Riaz Shopping Centre, the defendant could no succeed in his nefarious designs but the defendant has passed threats that he will do his act forcibly with the help of ghunda elements and no one can stop him.

- 6- That on 13..12.2022, the plaintiffs themselves and through respectable approached the defendant to refrain from his evil designs but the defendant flatly refused to the genuine and lawful request of the plaintiffs and is adamant to fulfill his naferious designs; if by way of permanent injunction, the defendant is not restrained from creating path to his house/property by breaking the wall of Al-Riaz Shopping Centre illegally, unlawfully and forcibly, the plaintiffs would bound to suffer an irreparable loss and injury, hence this suit.
- 7- That the cause of action arose in favour of the plaintiffs and against the defendant, firstly on 12.12.2022 when the defendant tried to create path by breaking the wall of Al-Riaz Shopping Centre secondly on 13.12.2022 when the defendant flatly refused to accede the genuine and lawful request of the plaintiffs, which cause of action is still continue.
- 8- That the parties are residing in Lahore, land in question is also situated at Lahore, cause of action

also arisen at Lahore, so the Civil Court at Lahore has got jurisdiction to adjudicate upon the matter.

- 9- That the value of the suit for the purpose of court fee jurisdiction has been fixed Rs.2000/- and under the law the requisite court fee has been affixed on the.

PRAYER:

In view of the above stated circumstances, it is therefore, most respectfully prayed that the decree of permanent injunction may kindly be passed in favour of plaintiffs and against the defendant, restraining the defendant permanently from making/ creating any illegal path/way to his property/house from Al-Riaz Shopping Centre by breaking the wall of Al-Riaz Shopping Centre illegally, unlawfully and forcibly and also be restrained from changing the nature and character of the Al-Riaz Shopping Centre in any manner whatsoever.

It is further prayed that temporary injunction may also be granted with regard to the subject matter.

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

Plaintiff

Through:-

Ch. Abdul Qadeer Kamboh
Advocate High Court
Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this 24th day of April, 2024 that the contents of the above plaint from Paras 1 to 6 are true and correct to the best of my knowledge and rest of the Paras 7 to 9 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

1. **Razia Bibi** widow of Nazir Ahmed,
2. Tayyaba Bibi widow of Muhammad Jameel,
3. Hurab Bibi daughter of Muhammad Jameel
residents of House No.20, Ali Street, Shah di Khoi,
Post Office New Campus, Tehsil Lahore City, District
Lahore.

**Plaintiffs
VERSUS**

1. **Shabana Bibi** widow
2. Asad son

3. Nauman son
4. Ali Husnain son
5. Gurya daughter
of Muhammad Jameel, residents of House No.20, Ali Street, Shah di Khoi, Post Office New Campus, Tehsil Lahore City, District 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 owner in possession of a **Property/Double Story House No.20, land measuring 3-1/2-Marlas, situated at Ali Street, Shah di Khoi, Post Office New Campus, Tehsil Lahore City, District Lahore, Androon Hadood Lal Lakeer.** (Hereinafter called the **Suit Property**). Copy of electricity bill 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:

Razia Bibi etc. **Vs.** Shabana Bibi 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 defendants.
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 defendants 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:

Razia Bibi etc. **Vs.** Shabana Bibi 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:

Razia Bibi widow of Nazir Ahmed, resident of House No.20, Ali Street, Shah di Khoi, Post Office New Campus, Tehsil Lahore City, 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
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._____/2024

1. **Razia Bibi** widow of Nazir Ahmed,
2. Tayyaba Bibi widow of Muhammad Jameel,
3. Hurab Bibi daughter of Muhammad Jameel
residents of House No.20, Ali Street, Shah di Khoi,
Post Office New Campus, Tehsil Lahore City, District
Lahore.

Plaintiffs

VERSUS

1. **Shabana Bibi** widow
2. Asad son
3. Nauman son

4. Ali Husnain son
5. Gurya daughter
of Muhammad Jameel, residents of House No.20, Ali Street, Shah di Khoi, Post Office New Campus, Tehsil Lahore City, District 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 owner in possession of a **Property/Double Story House No.20, land measuring 3-1/2-Marlas, situated at Ali Street, Shah di Khoi, Post Office New Campus, Tehsil Lahore City, District Lahore, Androon Hadood Lal Lakeer,** (Hereinafter called the ***Suit Property***). Copy of electricity bill 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:

Razia Bibi etc. **Vs.** Shabana Bibi 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 defendants.
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 defendants 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:

Razia Bibi etc. **Vs.** Shabana Bibi 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:

Razia Bibi widow of Nazir Ahmed, resident of House No.20, Ali Street, Shah di Khoi, Post Office New Campus, Tehsil Lahore City, 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
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, ISLAMABAD (WEST)

Civil Suit No. /2023

Rana Faheem Ahmed Khan S/o Liaqat Ali Khan R/o Plot C-1, Class-III,
Shopping Centre, Diplomatic Enclave, Sector G-5, Islamabad.

Plaintiff

Versus

1. Muhammad Adnan S/o Sardar Ahmed R/o Flat No. 4-B, Sector 1-8
Markaz, Islamabad.
2. Muhammad Amir Bashir S/o Bashir Ahmed R/o House No. 19, Street
No. 10, H-Block, Sowaan Garden, Islamabad.
3. Zameer Alam S/o Abdul Majeed R/o Mohalla Ali Khan Khel, Sarga
Khero Khel, Tehsil & District Lakki Marwat.

4. Muhammad Fayyaz
5. Asif Rasool Larik, Director (Coordination), National Vocational and Technical Training Commission (NAVTTC), H-9/4 Islamabad.
6. Shahdab Kiyani
7. Minhaj Khatak

Defendants

SUIT **FOR RENDITION OF ACCOUNTS WITH PERMANENT
INJUNCTION**

Respectfully Sheweth:-

1. That the plaintiff deals in the business of real estate since _____ under the name and style of "**De Maraka Group**" having its Head Office at _____ .
2. That the plaintiff had personal as well as business relation with defendants in connection with sale/purchase and construction of plots in various housing schemes in Islamabad and sale/purchase of files related to Capital development Authority (CDA) Islamabad.
3. That defendant No. 1 & 2 who are very well known to the plaintiff, showed interest in the business of the plaintiff and asked the plaintiff to invest their amount Rs. 45,00,000/- and Rs. 30,00,000/- in cash respectively against profit amount, in the business of plaintiff. In this regard, written business agreements were also executed between plaintiff and defendant No. 1 & 2 and the plaintiff as a guarantee executed cheques to the defendant No. 1 & 2. It is important to mention here that defendant No. 1 & 2 earned almost Rs. 10,00,000/- each in cash as profit amount against their invested amount.

The plaintiff asked the defendant No. 1 & 2 to get back their investment amount and close the business transaction but defendant No. 1 & 2 after receiving Rs. 10,00,000/- each in cash from their principle amount; asked the defendant to continue the business as they would earn more from the plaintiff's business. Later on, defendant No. 1 & 2 has neither returned those cheques nor has settled the accounts in respect of above said transactions with the plaintiff till today, registered criminal cases and filed suit under Order XXXVII CPC against the plaintiff on the basis of cheques issued as guarantee by the plaintiff. However, it is yet to be resolved as to what amount remains payable by the plaintiff or vice versa. Copies of the business agreement, cheques and cases are enclosed as Annexure "A", "A/1" & "A/2".

4. That the defendant No. 3 who is also a real estate investor, contacted with the plaintiff from some sources and showed interest to make investment with the plaintiff. In this regard, an agreement was executed between plaintiff and defendant No. 3 who invested Rs. 67,00,000/- in cash and the plaintiff issued cheques as guarantee to the defendant No. 3. Later on, at several times, defendant No. 3 earned and received almost Rs. 60,00,000/- in cash as profit amount from the plaintiff. Thereafter, defendant No. 3 received Rs. 30,00,000/- from principle amount in cash from the plaintiff but due to business investment and trust; cheques were remained with the defendant No. 3 and it was agreed between the plaintiff and defendant no. 3 that business would be remain continued on remaining principle amount. Subsequently, without making any rendition of accounts with the plaintiff, got registered criminal cases against the plaintiff stating false facts therein on

guaranteed cheques. However, 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 Bahria 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. 5 is well known to the plaintiff for many years and

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

RUZAKS LAW CONSULTANTS

Mohtashim Building
10-A Turner Road, Lahore

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Asif Mahmood Versus Col. (R) Sajjad etc.

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, LAHORE.

Civil Suit No. _____ /2023

Muhammad Ramzan son of Nazar Hussain, resident of Nano Dogar, Manga Mandi, Lahore.

Plaintiff
VERSUS

1. **XEN LESCO**, Division Raiwind, Lahore.
2. **Revenue Officer LESCO**, Division Raiwind, Lahore.
3. **SDO LESCO**, Sub-Division, Manga Mandi, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No.12112251111902R, Meter No.S-651850** 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.
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.88,854/-, including arrears of Rs.86,773** without considering the actual consumption of the plaintiff and current bill of Rs.2033/-.
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.88,854/-, including arrears of Rs.86,773** 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.88,854/-, including arrears of Rs.86,773** 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.88,854/-, including arrears of Rs.86,773 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, 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 Ramzan 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:

Muhammad Ramzan 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 Ramzan son of Nazar
Hussain, resident of Nano Dogar,
Manga Mandi, 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, KAMOKI.

Civil Suit No. _____ /2024

Qummer-ul-Nisa daughter of Syed Fakhar Hussain Shah, residents of Sadhoki, Tehsil Kamoki, District Gujranwala.

Plaintiff
V E R S U S

1. Public-at-Large.
2. PTCL through its Chairman/GM, Tehsil Kamoki, District Gujranwala.

Defendants

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

Respectfully Sheweth:-

1. That the father of plaintiff namely Syed Fakhar Hussain Shah son of Syed Shah Charag died on 23.02.2021 and he left behind the plaintiff 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 Syed Fakhar Hussain Shah left behind the pension of department PTCL.
3. That the plaintiff are only legal heirs of said deceased Syed Fakhar Hussain Shah and they are entitled to inherit the said pension.
4. That the plaintiff approached to defendant No.2 and informed about the death of Syed Fakhar Hussain Shah and requested them to incorporate the names of plaintiff as the legal heirs of (deceased) Syed Fakhar Hussain Shah, regarding the above said pension, but they flatly refused to incorporate the names of plaintiff 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 Syed Fakhar Hussain Shah. Hence this suit.

5. That the cause of action arose firstly when Syed Fakhar Hussain Shah died and secondly when defendant No.2 refused to incorporate the names of the plaintiff as legal heirs of the deceased in their record with regard to the above said pension and the same is still continuing.
6. That the plaintiff are residing at Kamoki, the cause of action accrued at Kamoki, the suit pension are also situated at Kamoki, and defendant No.2 has its office Kamoki 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 plaintiff and against the defendants declaring the plaintiff as legal heirs of deceased Syed Fakhar Hussain Shah regarding above said pension, 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 plaintiff as sole owner of the above said pension.

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

Plaintiff

Through

Sarfraz Ahmad
Advocate High Court

VERIFICATION:-

Verified on Oath at Kamoki 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

Qasim Tariq son of Muhammad Tariq, resident of House No.56/S, Street No.11, Ghosi Street, Mozang, Lahore.

**Plaintiff
VERSUS**

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Civil Line, Lahore.
3. **Revenue Officer LESCO**, Division Civil Line, Lahore.
4. **SDO LESCO**, Sub-Division, Mozang, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth;:-

1. That an electricity meter under **Reference No.10112531013500U, Meter No.S-2443867** 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 Ghulam Muhammad 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 **February 2024 bill of Rs.110681/-, including arrear bill of Rs.107266/-** without considering the actual consumption of the plaintiff. current bill of Rs.2583/-
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 **February 2024 bill of Rs.110681/-, including arrear bill of Rs.107266/-** 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 **February 2024 bill of Rs.110681/-, including arrear bill of Rs.107266/-** 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 February 2024 bill of Rs.110681/-, including arrear bill of Rs.107266/- 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

Ch. Sajjad Ahmad
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of March, 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:

Qasim Tariq 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

Ch. Sajjad Ahmad
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Qasim Tariq 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:

*Qasim Tariq son of Muhammad Tariq,
resident of House No.56/S, Street
No.11, Ghosi Street, Mozang, 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 SENIOR CIVIL JUDGE, KHARIAN,
DISTRICT GUJRATA.**

Civil Suit No._____ /2023

- | | |
|--------------------------|------------|
| 1. Qasim Ali Shah | son |
| 2. Mohsin Ali Shah | son |
| 3. Raza Shah | son |
| 4. Abida Bano | daughter |

Of Syed Shafqat Ali Shah, residents of Qazian Imam
Shah, Tehsil Kharian, District Gujrat.

Plaintiffs

V E R S U S

Mulazim Hussain Shah son of Farzand Shah,
resident of Qazian Imam Shah, Tehsil Kharian,
District Gujrat.

Defendant

**SUIT FOR DECLARATION WITH TEMPORARY AND
PERMANENT INJUNCTION FOR ILLEGALLY INTERFERING
IN CULTIVATION OF THE PLAINTIFFS.**

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 plaintiffs are lawful inherited owners in possession of a **Property land measuring 7-1/2-Kanals, (7-Kanal agricultural land & 10-Marlas resident land) bearing Khewat No.71, 72, 74, 75, 76, 79, Khatouni No.172, 173 to 186, 194, 191, 190, according to registered Haqdaran Zameen year**

2004-2005, situated at Mouza Qazi Imam

Shah, Tehsil Kharian, District Gujrat.

(Hereinafter called the **Suit Property**). Copy of Fard
Malkiyat is attached for the kind perusal of this
Honourable Court.

- 3- That the plaintiffs are cultivating their agricultural land since last 60-years without any illegal interference of any person of the locality and enjoying their peaceful inherited possession over the suit property
- 4- That the defendant is first paternal cousin of the plaintiffs and also owner of inherited property of plaintiffs grandfather and has his own share i.e. agricultural and residential land from the share of his father namely Farzand Ali and enjoying peaceful possession of the same according to family settlement and has separate passage/way/ street

to access his house and agricultural land since last 60-years.

- 5- That it is pertinent to mention here that the grandfather of the plaintiffs namely Syed Barkat Ali Shah was the owner of agricultural land measuring 110-Kanals, 16-Marlas, who died on 19.03.1962 and he left behind 5-sons and 3-daughters as his legal heirs.
- 6- That all the legal heirs of the Syed Barkat Ali Shah divided their inherited property according to family settlement. It is also suffice to point out that 3-daughters of Syed Barkat Ali Shah gifted their sharers to their 5-brothers equally and resultantly the father of the plaintiffs namely Syed Shafqat Ali Shah got his share 22-Kanals, 3-Marlas, 20-Sq.Ft. in which 10-Marlas residential house and remaining share is agricultural land and plaintiffs

cultivated their land since last 60-years. Copies of inheritance Mutations are attached herewith.

- 7- That the defendant has no concern, title or interest regarding the above said suit property and the plaintiffs are legal and lawful owner in possession of suit property.
- 8- That some days before, the plaintiffs were cultivating their agricultural land and surprisingly defending accompanying with some gunda elements came at the suit property and tried to stop the cultivation of plaintiffs and tried to make passage/path for the passing the tracker, trolley, plough and other tools for the cultivation from the agricultural land of the plaintiffs without any right and reason and tried to destroy the cultivation of the plaintiffs and illegally, unlawfully dispossessed the plaintiffs from the suit property, although the defendant has alternate passage street measuring

10-Ft. wide to access to his house and agricultural land, which the defendant's father namely Farzand Ali got passage of access to his land according to family settlement approximately 60-years before.

- 9- That the defendant tried to stop cultivation and tried to make passage and also tried to disposed of the plaintiffs from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and plaintiffs 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 plaintiffs from the suit property and forcibly tried to make passage from the agricultural land of the plaintiffs.
- 10- That the plaintiffs asked the defendant that the defendant has no title or interest with the suit property and the defendant should restrain from

illegal acts and designs but the defendant is not ready to listen the genuine request of the plaintiffs and extended threats for dispossession and make passage from the suit property, hence this suit.

- 11- That if by way of permanent injunction the defendant is not restrained from doing illegal acts and designs, the plaintiffs shall suffer irreparable loss and injury.
- 12- That the cause of action accrued in favour of the plaintiffs against the defendant firstly when the defendant tried to interfere into the peaceful cultivation/possession and also tried to make passage through the said property of the plaintiffs and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiffs and the same cause of action is still continuing.

- 13- That the parties of the suit are residents at Kharian, the cause of action also accrued at Kharian, the suit property is also situated at Kharian, 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 plaintiffs and against the defendant; declaring that plaintiffs are lawful owners of the suit property and restraining the defendant from interfering into the peaceful cultivation/possession and making passage over the suit property of the plaintiffs illegally,

*unlawfully and forcibly in any manner
whatsoever.*

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

Plaintiffs

Through:-

Mian Nadeem Abbas
Advocate High Court
Session Court, Lahore.

VERIFICATION:

Verified on Oath at Kharian, this 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.

Plaintiffs

**IN THE COURT OF SENIOR CIVIL JUDGE, KHARIAN,
DISTRICT GUJRAT.**

In re:

Qasim Ali Shah **Vs.** Syed Mulazim Hussain Shah etc.

(SUIT FOR DECLARATION WITH TEMPORARY AND 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 petitioners 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 the petitioners have 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 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 may kindly be restrained from interfering into the peaceful cultivation/possession and making passage over the suit property of the plaintiffs 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 petitioners.

Petitioners

Through

Mian Nadeem Abbas
Advocate High Court
Session Court, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, KHARIAN,
DISTRICT GUJRAT.

In re:

Qasim Ali Shah etc. **Vs.** Syed Mulazim Hussain Shah

(SUIT FOR DECLARATION WITH TEMPORARY AND PERMANENT INJUNCTION)

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

AFFIDAVIT OF: **Qasim Ali Shah** son of Syed Shafqat Ali Shah, residents of Qazian Imam Shah, Tehsil Kharian, District Gujrat.

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 Kharian 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, KAMOKI.

Civil Suit No. _____ /2024

Qummer-ul-Nisa daughter of Syed Fakhar Hussain Shah, residents of Sadhoki, Tehsil Kamoki, District Gujranwala.

Plaintiff
V E R S U S

1. Public-at-Large.
2. PTCL through its Chairman/GM, Tehsil Kamoki, District Gujranwala.

Defendants

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

Respectfully Sheweth:-

1. That the father of plaintiff namely Syed Fakhar Hussain Shah son of Syed Shah Charag died on 23.02.2021 and he left behind the plaintiff 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 Syed Fakhar Hussain Shah left behind the pension of department PTCL.
3. That the plaintiff are only legal heirs of said deceased Syed Fakhar Hussain Shah and they are entitled to inherit the said pension.
4. That the plaintiff approached to defendant No.2 and informed about the death of Syed Fakhar Hussain Shah and requested them to incorporate the names of plaintiff as the legal heirs of (deceased) Syed Fakhar Hussain Shah, regarding the above said pension, but they flatly refused to incorporate the names of plaintiff 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 Syed Fakhar Hussain Shah. Hence this suit.
5. That the cause of action arose firstly when Syed Fakhar Hussain Shah died and secondly when defendant No.2 refused to incorporate the names of the plaintiff as legal heirs of the deceased in their record with regard to the above said pension and the same is still continuing.
6. That the plaintiff are residing at Kamoki, the cause of action accrued at Kamoki, the suit pension are also situated at Kamoki, and defendant No.2 has its office Kamoki

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 plaintiff and against the defendants declaring the plaintiff as legal heirs of deceased Syed Fakhar Hussain Shah regarding above said pension, 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 plaintiff as sole owner of the above said pension.

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

Plaintiff

Through

Sarfraz Ahmad
Advocate High Court

VERIFICATION:-

Verified on Oath at Kamoki 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

Barbara son of

Plaintiff

V E R S U S

Jason son of

Defendant

SUIT FOR PERMANENT INJUNCTION.

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 defendant is owner of Property _____ and he has given said property to the plaintiff on mortgage amount of Rs.800,000/- and the plaintiff paid the mortgage amount to the defendant in presence of marginal witnesses. Copy of the mortgage deed dated _____ is attached. It is pertinent to mention here that the period of mortgage period was fixed —Years i.e. from _____ to _____.
3. That the plaintiff is in possession of the suit property since the property has taken on mortgage.
4. That the plaintiff spend hefty/considerable amount on the renovation of said property and betterment of property.
5. That the plaintiff has possession over the said property without any interruption and the plaintiff is fulfilling all obligation and duties towards him.
6. That the defendant has started threatening the plaintiff from dispossessing the above said property in question illegally, unlawfully and forcibly with the help of gunda elements, prior to the expiry of mortgage period and without paying back the mortgage amount to the plaintiff.
7. That the plaintiff approached the defendant and requested him not to create interference into the peaceful possession of the plaintiff and also be restrained from dispossessing the plaintiff from the above said property because the mortgage amount is still intact, but the defendant flatly

refused to listen the genuine request of the plaintiff.

8. That the said act of the defendant is illegal and unlawful. If by way of permanent injunction the defendant is not restrained from dispossessing the plaintiff from the above said property the plaintiff is bound to suffer an irreparable loss and injury.
9. That the cause of action accrued in favour of the plaintiff and against the defendant firstly when the plaintiff has taken the suit property on mortgage, secondly when the defendant tried to dispossess the plaintiff from the suit property and finally when the defendant flatly refused to listen the genuine and lawful request of the plaintiff and the same cause of action is still continues.
10. 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.
11. That the value of the suit for the purposes of court fee and jurisdiction is Rs.2,000/- which is exempted from court fee.

PRAYER:

It is therefore, respectfully prayed that a decree for permanent injunction may kindly be passed in favour of the plaintiff and against the defendant, restraining the defendant permanently from dispossessing the plaintiff from the said property in question illegally, unlawfully

and forcibly without due course of law in the interest of justice.

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

Plaintiff

Through

*_____
Advocate High Court*

VERIFICATION:

Verified on Oath at Lahore on ____ day of April, 2024 that the contents of Paras 1 to 8 are correct to my knowledge and the remaining Paras 9 to 11 thereof are correct to information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.

In re:

Barbara **Vs.** Jason

(SUIT FOR PERMANENT INJUNCTION)

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 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 dispossessing the***

plaintiff from the said property in question illegally, unlawfully and forcibly without due course of law in the interest of justice till the final decision of the main suit in any manner whatsoever.

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

Petitioner

Through

*_____
Advocate High Court*

IN THE COURT OF SENIOR CIVIL JUDGE,
LAHORE.

In re:

Barbara **Vs.** Jason

(SUIT FOR PERMANENT INJUNCTION)

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

AFFIDAVIT OF

Barbara

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 therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Muhammad Umer Farooq Zafri son of

Plaintiff

V E R S U S

Muhammad Ameen son of

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 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.

- 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 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:

Muhammad Umer Farooq Zafri

Ameen

Vs. Muhammad

(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:

Muhammad Umer Farooq Zafri
Ameen

Vs. Muhammad

(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. _____/2023

Jason son of

Plaintiff
V E R S U S

Barbara son of

Defendant

SUIT FOR DECLARATION 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 abruptly the facts agitating for the filing of the instant suit are that the plaintiff is owner in possession of a Property.
(Hereinafter called the **Suit Property**).
- 3- That on 14.02.2023, 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.75,00,000/- and the defendant paid an amount of Rs.25,00,000/- 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.50,00,000/- on or before 12.04.2017.

- 4- That the defendant did not honour his commitment and did not make payment within time and the plaintiff in this regard the plaintiff with humble request approached to the defendant and requested him to make payment of remaining sale consideration 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.25,00,000/- has been forfeited.
- 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.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 against the defendant; declaring the agreement to sell in question dated 14.02.2023 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 14.02.2023 illegally and unlawfully in any manner whatsoever.

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

Plaintiff

Through:-

Advocate High Court
41-Lower Mall, Lahore.

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 correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. Barbara

(SUIT FOR DECLARATION 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 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:-

Counsel

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. Barbara

(SUIT FOR DECLARATION ETC)

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

AFFIDAVIT OF: **Jason** 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.

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. Dureena 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 30.014.2017

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 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 themto 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

Ch. Abbas Ali
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

Nida Bibi daughter of Muhammad Ashraf, resident
of Mohallah Farrah Abad, Bara Dari Road,
Shahdara, Lahore.

Plaintiff

V E R S U S

NADRA Regional Headquarters, through its
Director General, office: 73-Trade Center,
Opposite Expo Center, Johar Town, Lahore.

Defendant

**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 "19.09.2002". Copy of school leaving certificate is attached1 herewith.
3. That the plaintiff applied for her National Identity Card before defendant, who by mistakenly mentioned the date of birth as "01.01.1991" instead of "19.09.2002" in

National Identity Card of the plaintiff bearing No.35202-0850215-4.

4. That the plaintiff approached defendant for the correction of her date of birth as "19.09.2002" as per school leaving certificate but defendant 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 firstly when defendant mentioned the wrong entries in their record and finally when defendant 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 declaring therein that the plaintiff's actual date of birth is "19.09.2002" instead of "01.01.1991".

It is further prayed that defendant may kindly be directed to correct the date of birth of the plaintiff in national identity card as "19.09.2002" instead of "01.01.1991" 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

Hamayoun Alam
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore this day of
February, 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 SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Muhammad Nazir son of Muhammad Bashir, resident of House No.617, Street No.1, Mohallah Farooq Colony, Waltan Road, Cantt., Lahore.

Plaintiff

V E R S U S

Muhammad Faheem son of Muhammad Bashir, resident of Abadi Tha, Hadbust Mouza Kahna Nou, Lahore.

Defendant

**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 1-Marla 120-Sqft. Bearing Khewat No.371, Khatouni No.557, Khasra No.2738, (10K-12M) transferred share 345/47710, measuring 1M-120Sft., Situated at Abadi Tha Hadbust Mouza Kahna Nou, Tehsil Cantt., Lahore.

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 April, 2024 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:

Muhammad Nazir **vs.** Muhammad Faheem

(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

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Nazir **Vs.** Muhammad Faheem

(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:

Muhammad Nazir son of Muhammad Bashir, resident of House No.617,

Street No.1, Mohallah Farooq Colony,
Waltan Road, 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
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

IN THE COURT OF **LEARNED CIVIL**
JUDGE, LAHORE

In re:-

Nayyab Fatima etc. **Vs.** Public-at-large etc.

(SUIT FOR DECLARATION, CANCELLATION OF
DOCUMENTS WITH PERMANENT INJUNCTION WITH
CONSEQUENTIAL RELIEF)

WRITTEN STATEMENT ON BEHALF OF DEFENDANT
NO.5.

Respectfully Sheweth;-

PRELIMINARY OBJECTIONS:

1. That the plaintiff has not affixed the proper court fee, hence plaint merits to be rejected under Order VII, Rule 11 of CPC.
2. 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.
3. That the suit of the plaintiff is not maintainable, either in law or on facts.
4. That the plaintiff has not approached this Honourable Court with clean hands.
5. That the plaintiff has no cause of action against the answering defendant No.5, hence the plaint merits to be rejected forthwith, under Order VII, Rule 11 (a) CPC.
6. That the plaintiff has no locus standi to file the suit against the answering defendant No.5.

ON MERITS:

1. That Para No.1 needs no reply.
2. Not concerning to defendant No.5.
3. In reply to this Para it is submitted that plaintiff No.4 was wife of defendant No.5, plaintiff No.4 showed herself as bachelor, the daughter Nayab, Amna & Namal were shown as daughter of sister of plaintiff No.4, it was shari Nikkah, plaintiff No.4 spent some time with defendant No.5, due to constrained circumstances plaintiff No.4 left the defendant, through present suit it came to the

knowledge of defendant No.5 that plaintiff No.4 has included the said plaintiffs No.1 to 3 FRC of defendant No.5, it is also transpired that plaintiff No.4 has already a husband, all the documents have been prepared by plaintiff No.4, defendant No.5 is matric pass and is not aware about any documents, all the documents are backdated i.e.

_____, Nikah Nama is showing Year 2011, Nikkah Nama was not shown to defendant No.5, plaintiff No.4 is a lawyer, plaintiff No.4 is clever lady. Defendant No.4 has played fraud and showed herself she is bachelor and showed plaintiffs No.1 to 3 as daughters of deceased sister and used to meet with defendant No.5 on special occasions. Through present suit many glaring facts and fraud of plaintiff No.4 came to light of defendant No.5. All fraud have been played by plaintiff No.4.

4. That Para No.4 is totally incorrect and wrong hence denied vehemently. A total false story has been narrated by plaintiff No.4 in this Para, the reality is narrated in Para No.3, plaintiff No.4 lawfully contracted marriage with defendant No.5 without any coercion, blackmailing etc.
5. That Para No.5 is totally incorrect and wrong hence denied vehemently. All fraud has been played by plaintiff No.4. Defendant No.5 has not played any fraud in any manner whatsoever.
6. That Para No.6 is totally incorrect and wrong hence denied vehemently. Plaintiff No.5 is misled and misguiding the Honourable Court.
7. That Para No.7 is totally incorrect and wrong hence denied vehemently.

8. That Para No.8 is totally wrong and denied vehemently. There is no apprehension of any loss to the applicant.
9. Denied being incorrect. The plaintiff has no cause of action to file the suit.
10. Legal.
11. That the plaintiff has not affixed the proper court fee, hence plaint merits to be rejected under Order VII, Rule 11 of CPC.

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.5

Through

Batish T. Khan
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 that the contents of the above written statement 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 with preliminary objections correct to the best of my information and belief.

**Defendant No.5
LEARNED CIVIL**

**IN THE COURT OF
JUDGE, LAHORE.**

In re:-

Nayyab Fatima etc. **Vs.** Public-at-large etc.

**(SUIT FOR DECLARATION, CANCELLATION OF
DOCUMENTS WITH PERMANENT INJUNCTION WITH
CONSEQUENTIAL RELIEF)**

**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. Denied being incorrect. That balance of convenience does not lie in favour of the petitioner.

5. 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.***

Respondent

Through

Muhammad Tabsheer
*Advocate High Court
Awan-e-Adal, Lahore.*

To,

Director Operation,
Col. Naveed Riaz (R),
Ruda Gulberg, Lahore.

Subject: **LETTER OF INTEREST TO RENT OUT THE
PROPERTY COMMERCIAL PLAZA
RS.50,000-SQ.FT.**

1. Khasra No.15, Farooq Colony, Main Walton Road, Tehsil Amar Sidhu, Opposite Baba-e-Pakistan Comprising of all four floors of the building with

basement are 12500-Sq.ft. as a sole and exclusive owner of the property vide Document No.885 and 12186, Volume No.I, Book No.1234 and 1260, registered 05.04.2005, 18.04.2005, Sub-Registrar Nishter Town, Lahore for period of 05-years.

Dear Sir,

1. With reference of our meeting with your property consultant namely _____ Mr. _____ on huss properties. Mr. _____ in DHA Lahore in which the undersigned as a owner discussed all the terms and conditions regarding rent tenancy to your good office far a period of _____.
2. It is initiated by Mr. _____ on your behalf that letter of interest of MOU be written to your good office and discuss some important clauses as tentatively, Therefore, the same are sent you for asking and for your kind information and same are mentioned as under please and I offer my building mentioned above in caption on the following details and terms etc.

Details by _____ himself

- i. Total area with basement 6200-Sq.Ft.
- ii. Two lifts from basement to 3rd floor.

- iii. Important tiles and carpets ground floor and all floors.
- iv. Office furniture including tables, side rack, visiting chairs, executive chairs and revolving chairs, visiting Sofa sets with side tables.
- v. Air conditioners, company _____ size _____ repairing and maintenance.
- vi. Electricity appliances all tube lights fancy LED's bulbs, Fanoos, fans, exhaust fans, pedestal fans, as and when extra required quantity.

Security Guards details number if agreed
_____?

Mosque on ground floor with maintenance.

Sanity Fitting and fixtures with cleaning of sanitation.
Sewerage water tanks and repairing and maintenance on call and as and when required.

1. Front faced with bullet proof lamination.
2. Front wall and security gate from the safety of any anti-terrorist activities.

3. Security CCTV Cameras outside all boundaries, all floors, stairs, roof etc.
4. Cleaning and washing of all passages and stairs floors etc.
5. Emergency exit stairs for landing with emergency kits on all floors.
6. Drivers stay room in basement.
7. Car-Parking in basement.
8. The construction of the building is unique, beautiful, stay of the Art, Modern Building etc.
9. The lease agreement will be of 5-Years.
10. Rent rate 350-per sq.ft. with 10% annual enhancement.
11. Handing over the possession of the property from the previous tenant which evicted in 30th June, 2024.

WHICH HAS:

Remaining clauses under discussion, insurance, security, repairing and maintenance, inspection etc.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE
Civil Suit No. _____ /2023

1. Naveed Ali Butt son

2. Aleena Butt daughter
3. Marriyam Butt daughter
4. Sidra Aslam daughter
5. Bisma Aslam daughter
Of Muhammad Aslam, residents of House
No.16, Street No.3, Ram Garh, Mujahid
Abad, Mughalpura, Lahore.

Plaintiffs

V E R S U S

Public-at-Large.

Defendant

SUIT FOR DECLARATION OF LEGAL HEIRS.

Respectfully Sheweth:-

1. That the parents of plaintiffs namely (1) Muhammad Aslam Butt son of Muhammad Hussain Butt died on 03.02.2023 and (2) Mst. Tamsila Aslam wife of Muhammad Aslam Butt died on 21.11.2020 and they left behind the plaintiffs as their legal heirs.

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

2. That the parents left behind the properties:-

- (1) Two Shops including roof and stairs land measuring 17'-4''x 12'-7"=220-Sq.ft., Property NO.SEXVI-2-S-84/RH-Shops, situated at Street No.17, Main Bazar, Mujahid Abad, Mughalpura, Lahore, bearing Sale Deed Document No.2423, Book No.1, Volume No.49, Dated 31.12.2002, registered with the office of Sub-Registrar Shalimar Town, Lahore,
- (2) House land measuring 5-Marlas, situated at Hameedpura, Hadbust Mouza Fateh Garh, Tehsil Cantt., District Lahore, bearing Sale Deed Document No.3462, Book No.1, Volume No.987, Dated June, 2006, registered with the office of Sub-Registrar Shalimar Town, Lahore,
- (3) House land measuring 3-Marlas, situated at Sani View Park, Hadbust Mouza Sahowari, Tehsil Shalimar District Lahore, bearing Sale Deed Document No.2828, Book No.1, Volume No.2380, Dated 21.08.2020, registered with the

office of Sub-Registrar Shalimar Town,
Lahore.,

Copies of ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Muhammad Aslam Butt and Mst. Tamsila Aslam and they are entitled to inherit the said properties.
4. That the plaintiffs approached to concerned department and informed about the death of Muhammad Aslam Butt and Mst. Tamsila Aslam and requested them to incorporate the names of plaintiffs as the legal heirs of Muhammad Aslam Butt and Mst. Tamsila Aslam, 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 Aslam Butt and Mst. Tamsila Aslam. Hence this suit.
5. That the cause of action arose firstly when deceased Muhammad Aslam Butt and Mst. Tamsila Aslam 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 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 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 Muhammad Aslam Butt and Mst. Tamsila Aslam regarding above said properties, 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
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._____ /2024

1. Mst. Nasreen Bibi widow

2. Abdullah	son
3. Mst. Rauf Akhtar	daughter
4. Mst.Hina Bibi	daughter
5. Mst. Saima Bibi	daughter
6. Mst. Sonia Bibi	daughter
7. Mst. Ayesha Bibi	daughter
8. Asma Akhter	daughter

of Ahmed Ali

Plaintiffs

VERSUS

Eadon Developers (Pvt.) Ltd. through its Managing Director, through Mian Hammad, resident of Gulberg-III, Backside Hafeez Center, 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 husband of plaintiff No.1 and father of the plaintiffs No.2 to 8 namely Ahmed Ali died on _____ and at the time of his death he was owner of land measuring 19-Marlas, 213-Sq.ft., bearing Khasra Nos.252, 253, 249 in Khewat No.2, Khasra Nos.12, 19, 352 in Khata No.40 and Khasra No.277, 278, 280 in Khata No.56 in Mouza Jhugian Alfa, Tehsil Cantt., District Lahore which has been transferred after death of deceased in the name of plaintiffs and plaintiffs are inherited owners of above said land. Copy of registered Haqdaran Zameen is attached herewith.
- 3- That the defendant being influential and powerful construction company intend to construct illegally and forcibly a road to its housing colony on the land of the plaintiffs which they have no right to construct on the land of plaintiffs.

- 4- That yesterday, some employees of defendant came at the land of _____
- 5- plaintiffs 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.

- 6- That the plaintiffs is enjoying the peaceful and lawful possession of the suit property without any interference and interruption from any corner and the possession of the plaintiffs is uninterrupted from any corner.
- 7- That the defendant has no concern, title or interest regarding the above said suit property and the plaintiffs is legal and lawful owner in possession of suit property.
- 8- That a day before yesterday the defendant accompanying with some gunda elements came at the suit property and tried to dispossess the plaintiffs from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and plaintiffs 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 plaintiffs from the suit property.

- 9- That the plaintiffs 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 plaintiffs and extended threats for dispossession from the suit property, hence this suit.
- 10- That if by way of permanent injunction the defendant is not restrained from doing illegal acts and designs, the plaintiffs shall suffer irreparable loss and injury.
- 11- That the cause of action accrued in favour of the plaintiffs against the defendant firstly when the defendant tried to interfere into the peaceful possession of the plaintiffs and finally when the defendants flatly refused to accede the genuine and

lawful request of the plaintiffs 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 permanent injunction may kindly be passed in favour of the plaintiffs and against the defendants; restraining the defendants from interfering into the peaceful possession of the plaintiffs 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.***

Plaintiffs

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.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mst. Nasreen Bibi etc. **Vs.** Eadan Developers (Pvt.) Ltd.

(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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mst. Nasreen Bibi etc. ***Vs.*** Eadan Developers (Pvt.) Ltd.

(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 Umer Farooq Zafri son of

Plaintiff

V E R S U S

Muhammad Ameen son of

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**
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.

- 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 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:

Muhammad Umer Farooq Zafri
Ameen

Vs. Muhammad

(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

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Umer Farooq Zafri
Ameen

Vs. Muhammad

(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

Najma Kausar widow of Muhammad Afzal, resident of House No.53, Tanveer Park, Sanda Kalan, Lahore.

PETITIONER

Versus

Public-at-Large.

RESPONDENT

Respectfully Sheweth:-

1. That the husband of petitioner (Late) Muhammad Afzal son of Muhammad Ashraf who died on 05.09.2023, leaving behind the petitioner as his sole legal heir. Parents of deceased have been died. Deceased contracted one marriage.

**APPLICATION FOR ISSUANCE OF SUCCESSION CERTIFICATE
UNDER SUCCESSION ACT, 1925.**

1.	Name and date of death of deceased.	Muhammad Afzal, 05.09.2023
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2.	Place where the death of the deceased occurred if outside of the jurisdiction of the court then the properties fall within the jurisdiction of the court.	Lahore.
3.	Name and address of the near Kin's.	Petitioner
4.	Right to file the petition.	Legal heir.
5.	If due to Para No.4 of any law bars for the issuance of Succession Certificate.	No
6.	Details of the assets of the deceased.	<p>That the deceased was employee in Nishat Mills Limited.</p> <p>After his death the death compensation Rs.800,000/- from Adamjee Life Insurance and remaining dues of</p>

		settlement by the factory (Nishat Mills Limited Apparal Division Unit-II) during course of job and for the widow is required but the department is demanding succession certificate.
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PRAYER:-

Under the circumstances, it is, therefore, most respectfully prayed that the petitioner may kindly be adjudged as legal heirs in the interest of justice and succession certificate may very kindly be issued in this regard.

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

Petitioner

Through

Advocate High Court

VERIFICATION:

Verified on Oath ____ day of January, 2024 that the contents of the aforementioned petition are true and correct to the best of my knowledge and belief and nothing has been concealed in it.

Petitioner

IN THE COURT OF SENIOR CIVIL JUDGE,
FEROZEWALA.

Civil Suit No. _____ / 2024

Najam Shahzad son of Muhammad Umer, resident of House No. 18/43, Umer Street, Mohallah Nadeem Town, Multan, Chungi, Multan Road, Ferozewala.

Plaintiff
VERSUS

1. **Ruqiya Begum** wife of Sarfaraz Khan, resident of 43 Wahdat Colony, Ferozewala.
2. **Farida Farooq** wife of Farooq Bashir, resident of 5/8 Gulberg, Ferozewala.
3. **Iftikhar Ahmed** son of Pir Muhammad, resident of Ghosan Wala, Ferozewala.
4. **Muhammad Saleem Khan** son of Boland Khan, resident of Kothi No. 198, Model Town, Ferozewala.
5. **Abdul Bari** son of Abdul Latif, resident of 170 Karim Park, Ferozewala.
6. **Zafar Iqbal** son of Abdul Aziz, resident of A-17, Karim Park, Ferozewala.
7. **Muhammad din** son of Allahudin, resident of Ferozewala.
8. **Khurshid Begum** wife of Muhammad Sharif, resident of Ferozewala.

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT
TO SELL DATED 15.09.2003 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 defendants was the owner of Property land measuring 12-Kanals, 3-Marlas by Maraba No.35, bearing Khata No.41, Khatouni No.s 76 to 78, satiated at Mouza Thana, Tehsil Sharpur, district Sheikhupura (Hereinafter referred to as the Suit Property). Copies of title documents are attached.
2. That on 15.09.2003 the defendants entered into an agreement to sell with the plaintiff regarding the sale of above described suit property for a total consideration of Rs.21,40,000/- and the defendants 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 defendants 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.
3. That as per the terms of the agreement to sell the defendants was/is bound to transfer the property in favour of the plaintiff.
4. That despite numerous requests made by the plaintiff to defendants to transfer the subject matter property in favour of the plaintiff but the defendants is lingering on the matter from one pretext or the other.
5. That quite astoundingly, it came into the knowledge of the plaintiff that the defendants wants to sell the suit property to some other person/intending purchasers, which act of the defendants is totally illegal, unlawful and without lawful authority.
6. That few days ago the plaintiff once again approached to the defendants and requested him to transfer the suit property in the name of the plaintiff, but the defendants flatly refused to accept the genuine request of the plaintiff, hence this suit.

7. That the cause of action firstly accrued in favour of the plaintiff and against the defendants, when the defendants refused to perform his part of obligation and it came to the knowledge that the defendants has ill-intention to alienate the property and secondly on each and every occasion when the defendants flatly refused to do the needful and lastly few days ago when the defendants finally refused to transfer the suit property in favour of the plaintiff, which is still continuing.
8. That the parties to the suit are resident of Ferozewala, subject matter property is situated at Ferozewala and the cause of action also accrued at Ferozewala, therefore, this Honourable Court has got jurisdiction to adjudicate upon the matter.
9. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.21,40,000/- 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 15.09.2003 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 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.

PLAINTIFF

Through

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

VERIFICATION:

Verified on Oath at Ferozewala on day of April, 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,
FEROZEWALA.

In re:

Najam Shahzad Vs. Ruqiya Begum etc.

(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

Advocate High Court

**IN THE COURT OF
SENIOR CIVIL JUDGE,
FEROZEWALA.**

In re:

Najam Shahzad Vs. Ruqiya Begum etc.

(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:

Najam Shahzad son of Muhammad Umer, resident of House No.18/43, Umer Street, Mohallah Nadeem Town, Multan, Chungi, Multan Road, Ferozewala.

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 Ferozewala 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

Jason son of

Plaintiff

VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division _____, 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.** _____, **Meter No.** _____ 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 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:

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: *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, 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

Mian Nadeem Abbas son of Mian Ghula Abbas,
resident of House No.29, Street No.1, Takbeer Homes,
Pepsi Stop, Cantt., Lahore.

Plaintiff
VERSUS

- 1. Nadeem Ashraf** son of Muhammad Ashraf, resident of Mohallah Ghousia, Tajpura, Cantt., District Lahore.
- 2. Amjad Ali** son of Taj Din, resident of Ghalla Mandi Sheikhanwali, Tehsil Kamonki, District Gujranwala.
- 3. Imran Ashraf** son of Muhammad Ashraf resident of New Abadi, Mohallah School Mandi, Bahawal din.

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF
CONTRACT / AGREEMENT DATED 14.12.2022
WITH PERMANENT INJUNCTION**

Respectfully Sheweth:-

1. That the addresses of the parties given in the title of this suit are correct and sufficient for the purposes of summons and affecting the service through the process of this Honourable Court.

2. That brief facts of filing the instant suit are that the plaintiff purchased a **vehicle/motor Car, i.e.**
Toyota Corolla bearing registration No.
LED-18-6729, Color Black, Engine No.Z521991,
Chassis No. NZDE170R4147817, Horse Power
1299 (hereinafter referred as suit vehicle) from the defendant NO.1 on dated 14.12.2022 at Lahore against the consideration amount of Rs.18,00,000/- in the presence of marginal witnesses of the agreement and received original file and original smart card of the suit vehicle and got possession of the suit vehicle. Copy of agreement dated 14.12.2022 is attached herewith.
3. That it is pertinent to mention here that the defendant No.1 purchased the suit vehicle from the defendant No.2 on dated 15.08.2019 and did not transferred the registration of the suit vehicle in his favour according to written conditions of the

agreement to sell. Copy of the agreement to sell is attached herewith.

4. That the plaintiff on 28.10.2023 requested the defendant No.1 to fulfill obligations qua the agreement dated 14.12.2022 on his part and eh put of the matter on one pretext or the other with this statement that he would contact with the defendant No.2 for the transfer of the ownership of the suit vehicle in his favour or in the favour of his nominee.
5. That the plaintiff on dated 26.11.2023 went with the marginal witnesses to defendant No.1 for the fulfillment of the agreement dated 14.12.2022 and the defendant No.1 again made lame excuses.
6. That it seems that the defendants are being greedy persons and trying to sell the suit vehicle on high price which is against the conditions of the agreements and trying to snatch the suit vehicle from the plaintiff.

7. That the plaintiff dated 07.12.2023 again approached the defendants for the fulfillment of the agreement but they refused to accede the genuine and lawful request of the plaintiff.
8. That on 09.12.2023, the defendants came with gonad elements at the house of the plaintiff and tried to snatch the possession of the suit vehicle from the plaintiff but with the timely intervention of the locality, the defendants could not achieve their nefarious desires and threatened the plaintiff of dire consequences, hence this suit.
9. That the cause of action firstly accrued in favour of the plaintiff and against the defendants on 14.12.2022 when the agreement to sell regarding the suit vehicle was executed between the plaintiff and defendant No.1, secondly on 26.11.2023 when the plaintiff went with the marginal witnesses to defendant No.1 for the fulfillment of the agreement

dated 14.12.2022 and the defendant No.1 again made lame excuses, thirdly on 07.12.2023 when the defendants have refused to accede the genuine and lawful request of the plaintiff and lastly on 009.12.2023 when the defendants came with gunda elements at the house of the plaintiff and tried to snatch the possession of the suit vehicle from the plaintiff but with the timely intervention of the locality, the defendants could not achieve their nefarious desires and threatened the plaintiff of dire consequences and the same is still continuing.

10. That the cause of action arose at Lahore, the suit vehicle/moveable property also at Lahore and parties of suit are also residing at Lahore, therefore this Honourable Court has complete Jurisdiction upon the matter.

11. That the value of suit for the purpose of court fee and jurisdiction will be affixed on the plaint as per order of the court.

PRAYER:

Under the circumstances it is therefore, most respectfully that a decree of specific performance may kindly be passed in favor of the plaintiff and against the defendants, by directing the defendants to perform their part of obligation qua agreements regarding the suit vehicle Car, i.e. Toyota Corolla bearing registration No. LED-18-6729, Color Black, Engine No.Z521991, Chassis No. NZDE170R4147817, Horse Power 1299 in the name of the plaintiff to meet the ends 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 by restraining the defendant from alienating, transferring or snatching the possession suit vehicle from the plaintiff in any manner whatsoever.

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

PLAINTIFF

Through

Advocate High Court

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:

Mian Naveed Abbas Vs. Nadeem Ashraf etc.

(SUIT FOR SPECIFIC PERFORMANCE 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

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mian Naveed Abbas Vs. Nadeem Ashraf etc.

(SUIT FOR SPECIFIC PERFORMANCE ETC)

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

AFFIDAVIT OF:

Mian Nadeem Abbas son of ***Mian Ghula Abbas***, resident of House No.29, Street No.1, Takbeer, Homes Pepsi Stop, Cantt., Lahore.

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 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 Muhammad Yasir **CIVIL**

JUDGE, LAHORE.

Ahemd etc.

Mushtaq

Vs.

Muhammad Sulman Abid

REPORT OF LOCAL COMMISSION

Respectfully Sheweth:-

- 1- The honourable court has appointed as local commission in the above mentioned suit and to fulfill the responsibilities as local commission order dated 21.09.2023.
 - a. Spot inspection.
 - b. Clear picture of suit property and nature as well.
 - c. Drew rough site plan.
 - d. Pominion of the plaintiff

- 2- In this regard the undersigned duly notice and inform both parties to come at the suit property on 02.11.2023 at 2:PM and also _____ plaintiff to give proper ____ of defendant which in not clear in suit and ____ even about his mobile number but plaintiff teiled to provide bot thing them the under singed sent notice on the addresses which mention in the suit.
- 3- On 02.11.2023 at 2:PM the undersigned ____ and took attendance of plaintiff at suit property only plaintiff No.1 was present 2 to 6 were absent and that took_____ of the preson who were loving there actually the suit property is not in possessin of plaintiff its been given to the ----- of plaintiff then our ____ families are living and Mr. Khalid son of Muhammad Bashir in looking afte the property the plaintiff is in not living ---- in suit property he could not produce and sent deeds of

the living ____ Mr. Khalid, Mr. Amjad and
Shamshed Bibi gave ____ that Mr. Muhammad
_____ in the

IN THE COURT OF Mr. , LEARNED
CIVIL JUDGE LAHORE.

____ son of

Petitioner
V E R S U S

____ son of

Respondents

(SUIT FOR ____)

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
_____.

2. That on 14.02.2019 this Honourable Court was pleased to pass an order and restrained the respondents **from** _____. Copy of stay order is attached herewith.
3. That the respondents without paying any heed to the genuine and lawful order passed by this Honourable Court are trying to _____, the petitioner showed them the copy of order passed by this Honourable Court but the respondents did not pay any heed to the stay order and committed clear cut contempt of order passed by this Honourable Court and said that they are not bound to obey the order and they are superior to law.
4. That respondents/contemnors clearly committed contempt of courts order dated 14.02.2019 and they are liable to prosecuted under the relevant provisions of law. The acts of the respondents/contemnors are amount to contempt of court and such type of actions

are always condemned by the superior courts.

According to settle law by superior courts a contemnor should not be spared and must be punished according to law.

5. 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 maintain status quo within a specified time 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 maintain status quo.
6. 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 14.02.2019, passed by this 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 14.02.2019 in the interest of justice and law .

It is further prayed that the respondents be directed not to take the law

*into their own hands and strictly obey the
order passed by this Honourable Court.*

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

Petitioner

Through

Advocate High Court

(CONTEMPT APPLICATION)

AFFIDAVIT OF: **Muhammad Aslam** son of

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, 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

IN THE COURT OF SENIOR CIVIL JUDGE, LAH

Civil Suit No. _____/2023

Musharaf Javaid son of Ch. Muhammad Javaid,
resident of Post Office Batapur, Nath, Teshil Cantt.,
District Lahore.

Plaintiff

V E R S U S

1. Abdul Razzaq son

2. Ashfaq son

Of Khawas, Both residents of Village Nath, Teshil
Cantt., District 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 alongwith his family are owner in possession of **Property land measuring 50-Kanals, falling in Khewat No.87, Khatouni No.223, Khasra Nos.1146, 1143, 1143/1, 1144, 1142, 1145 out of total land measuring 100-Kanals, situated at Mouza Nath, Tehsil Shalimar, District Lahore.** (Hereinafter called the ***Suit Property***). Copies of Fard Malkiyat, Khasra Gardawari are attached for the kind perusal of this Honourable Court.
- 3- That the plaintiff alongwith his family members have the intention to developed a residential scheme over of the suit property and in this connection started some development work over their but the defendants, the known Qabza Group of locality, area, as per habit, and without any legal justification with the help of gunda elements with

deadly armed weapon yesterday came at spot at about 03:00-PM and forcefully stop the plaintiff from development work which is not warranted by law.

- 4- That the defendants were repeatedly asked to refrain from interfering into peaceful possession of plaintiff and development work over suit property but they bent upon to cause damage the land but the plaintiff also.
- 5- That the act of the defendants accompanied with gunda elements is totally illegal as they have nothing to do with land owned by plaintiff.
- 6- That due to timely intervention of locality fellows, the defendants left the spot while giving threats that if the plaintiff again started work they shall be bound to face dire consequences even to death. The above said unwarranted act was also reported to the local police concerned with nothing needful was got done which contained the plaintiff to institute the suit in hand to protect their rights.
- 7- That the defendants are aliens to suit land have no concern whatsoever with the same but due to the reason best known to them they are interfering and

causing, hindrance against which they are required to be ordered to be restrained.

- 8- 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.
- 9- 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.
- 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 permanent injunction may kindly be passed in favour of the plaintiff and against the defendants; defendants permanently be restrained from interfering into peaceful possession and development work of the plaintiff over the suit land i.e. land measuring 50-Kanals, falling in Khewat No.87, Khatouni No.223, Khasra Nos.1146, 1143, 1143/1, 1144, 1142, 1145 out of total land measuring 100-Kanals, situated at Mouza Nath, Tehsil Shalimar, District Lahore 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

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 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:

Musharaf Javaid **Vs.** Abdul Razzaq 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 from interfering into peaceful possession and development work of the plaintiff over the suit land i.e. land measuring 50-Kanals, falling in Khewat No.87, Khatouni No.223, Khasra Nos. 1146, 1143, 1143/1, 1144, 1142, 1145 out of total land measuring 100-Kanals, situated at Mouza Nath, Tehsil Shalimar, District Lahore 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:-

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Musharaf Javaid **Vs.** Abdul Razzaq 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:

Musharaf Javaid son of Ch.
Muhammad Javaid, resident of Post
Office Batapur, Nath, Teshil 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 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

- | | |
|-------------------------|----------|
| 1. Muqaddas Khan | daughter |
| 2. Usman Haider | son |
| 3. Marriyam Khan | daughter |
| 4. Muhammad Anas | son |
| 5. Muzammil Hussain | son |
| 6. Iman Fatima | daughter |
- minors through their real father / **Muhammad Khan**
son of Manzoor Ahmed, resident of House No.64,
Block-15, Sector-B1, Township, Lahore.

Plaintiffs

V E R S U S

Secretary Union Council No.232, 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 (1) plaintiffs No.1/ Muqaddas Khan was born on 11.04.2007, (2) plaintiffs No.2/ Usman Haider was born on 03.02.2012, (3) plaintiffs No.3/ Marriyam Khan was born on 11.06.2014, (4) plaintiffs No.4/ Muhammad Anas was born on 03.08.2016, (5) plaintiffs No.5/ Muzammil Hussain was born on 13.08.2018, (6) plaintiffs No.4/ Iman Fatima was born on 17.04.2020.
- 3- That so far the birth certificate of the plaintiffs have not been issued due to unavoidable circumstances.
- 4- That the plaintiffs alongwith witnesses numerously approached the defendant apprised to issue the birth certificates of plaintiffs 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 plaintiffs are facing great difficulties due to non-issuance of birth certificates.
- 6- That the defendant is legally bound to issue birth certificates of the plaintiffs.
- 7- That the cause of action accrued in favour of the plaintiffs against the defendant firstly when the defendant lingered the matter of issuance of birth certificates and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiffs 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 Honourable 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.

PRAAYER:

***It is, therefore, most respectfully prayed
that a decree for declaration alongwith
mandatory injunction may kindly be passed***

in favour of the plaintiffs against the defendant; declaring that plaintiffs have legal right to get issued Birth Certificates 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 certificates of plaintiffs expeditiously, in the interest of justice, equity and fair play.

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

Plaintiffs

Through:-

Ch. Saif-ud-Din
Advocate High Court

Muhammad Haris Shakir
Advocate High Court

VERIFICATION:

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

Paras 7 to 9 correct to the best of my information and belief.

Plaintiffs

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

Civil Appeal No. _____ /2024

Munawar Bibi wife of Muhammad Khalid, resident of House No.55-K, Feroze Park, Phase-II, New Green Town, Lahore.

APPELLANT

Versus

Ghulam Masih son of Teela Masih, resident of House No.66, Mariyam Colony, Green Town, Lahore.

RESPONDENTS

APPEAL: AGAINST THE JUDGMENT AND DECREE DATED 25.03.2024,
PASSED BY MS. RUKHSANA AMIN, LEARNED CIVIL JUDGE,
1ST CLASS, LAHORE.

Respectfully Sheweth:

1. That the appellant filed a suit for specific performance of agreement to sell with permanent injunction against the respondent/defendant seeking interim relief.
2. That it was explained in the plaint that respondent is owner of House No.66, Mariyam Colony, Kachi abadi, Green Town, Lahore, including the water, electricity, sui gas in running condition.

3. That respondent entered into an agreement, it is important to mention here that possession of suit property was considered as ownership, so it is settled between the parties, respondent after receiving the remaining amount will deliver the possession of suit property, on 29.03.2018, appellant entered into an agreement to sell with respondent against amount of Rs.18,00,000/- out of which respondent paid Rs.14,00,000/- at the time of executing of agreement to sell in the presence of the witnesses and respondent handed over the possession of upper portion of property to the appellant, the remaining amount of Rs.400,000/- were settled to be paid in six months till 29.09.2018, with the condition to handover the remaining possession of lower portion of property to the appellant at the affixing of time before any competent authority. Respondent handed over original stamp paper to appellant, respondent flatly refused to perform remaining part of his obligation, respondent is further trying to alienate the suit property, the appellant apprised the respondent not to do such illegal act, but the respondent instead of it tried to take the possession of upper portion from the appellant, hence the suit was filed lawfully.
4. That the respondent was proceeded ex parte vide order dated 26.01.2023.
5. That appellant produced ex parte evidence and fully proved the case.
6. That the suit filed by the appellant was dismissed vide judgment and decree dated 25.03.2024.
7. 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 verdict of the learned trial court is against law and facts which has no legal value in the eyes of law.
- b. That the learned trial court has illegally and unlawfully passed a judgment and decree against the appellant.
- c. That the impugned judgment and decree is result of surmises and conjecture.
- d. That the learned trial court while dismissed the suit totally failed to apply judicial mind and thus committed gross illegality.
- e. That the verdict of the learned trial court is based on surmises and conjectures which is liable to be set aside.
- f. That the impugned judgment and decree is harsh in nature, which is not sustainable in the eyes of law and the appellant would suffer irreparable loss and injury if impugned judgment and decree is not set aside and the case is not decided on merit.
- g. That the learned trial court did not give due consideration as to the documentary evidence available on record and decided the suit in a slipshod manner.

PRAYER:

Under the above circumstances, it is respectfully prayed that by accepting the titled appeal, the impugned judgment and decree dated 25.03.2024 may very kindly be set aside and suit may very kindly be decreed as prayed for in the interest of justice, equity and fair play.

It is further prayed that during the pendency of the titled appeal, respondents may very kindly be restrained from transferring, selling and alienating suit property and also be restrained from interfering in the possession of appellant over upper portion of suit property.

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

APPELLANT

Through

Bashir Hussain Chaudhary
Advocate High Court
85-The Mall, Lahore.

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

Civil Appeal No. _____ /2024

In re:

Munawar Bibi Vs. Ghulam Masih

(CIVIL APPEAL)

AFFIDAVIT OF:

***Munawar Bibi wife of Muhammad Khalid,
resident of House No.55-K, Feroze Park,
Phase-II, New Green Town, 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 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 HON'ABLE DISTRICT JUDGE, LAHOR

In re:

Munawar Bibi Vs. Ghulam Masih

(CIVIL APPEAL)

APPLICATION UNDER SECTION 151 C.P.C.

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, respondents may very kindly be restrained from transferring, selling and alienating suit property and also be restrained from interfering in the possession of appellant over upper portion of suit property.

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. _____/2024

In re:

Munawar Bibi **Vs.** Ghulam Masih

(CIVIL APPEAL)

APPLICATION UNDER SECTION 151 C.P.C.

AFFIDAVIT OF:

*Munawar Bibi wife of Muhammad Khalid,
resident of House No.55-K, Feroze Park,
Phase-II, New Green Town, 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 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.