

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

***Civil Appeal No. \_\_\_\_\_ /2023***

**Syed Ishrat Ali** son of Syed Rehmat Ali (deceased) resident of Lahore.

***APPELLANT***

***Versus***

1. SYED LIAQAT ALI (deceased) son of Syed Rehmat Ali (deceased) through his legal heirs:
  - a. Mst. Mumtaz Mehal (widow)
  - b. Syed Zain Ali
  - c. Syed Usman Ali
  - d. Mst. Mehwish Fatima
  - e. Mst. Hadia Fatima  
Son & Daughter of Syed Liaqat Ali,
2. MST. Shamshad Fatima Daughter of Syed Rehmat Ali (deceased),
3. MST, Dilshad Fatima (Deceased) Daughter of Syed Rehmat Ali (deceased) through her legal heirs:
  - a. Manzoor Ahmad (Husband)
  - b. Munir Ahmad
  - c. Mubeen Ahmad
  - d. MST. Rabia Kashif  
Sons & daughter of Mst. Dilshad Fatima,  
All residents of House No.7-B, Muslim Block, Allama Iqbal Town,  
Lahore.

4. Syed Shaukat Ali (deceased) son of Syed Rehmat Ali (deceased) through his legal heris:
  - a. Salma Bibi (widow)
  - b. Syed Sadaqat, Ali
  - c. MST. Aneela Fatima,
  - d. MST. Uzma Fatima,
  - e. MST. Najma Fatima,Son & daughters of Syed Shaukat Ali, all residents of Islamabad.
- f. Kishwar Rashid Ali (Deceased) Daughter of Syed Shaukat Ali (deceased) through her legal heris:
  - i. Rashid Ali Siddiqi (Husband)
  - ii. Muhammad Mustafa Siddiqi,
  - iii. MST. Anam Rashid Siddiqi,
  - iv. MST. Ayesha Siddiqi,

Son & daughter of Kishwar Rashid Ali, all residents of Islamabad.

5. Public at Large
6. Lahore development Authority, through its Director General, lahore.
7. Syed Farhat Ali (deceased) son of Syed Rehmat Ali (deceased) through his legal heris:
  - a. MST. Husna (Widow)
  - b. Syed Nadeem Ali
  - c. Syed Kaleem Ali
  - d. Syed Faheem Ali,
  - e. Syed Shahriyar Ali,
  - f. MST. Saima Fatima,
  - g. MST. Sumaira Fatima

sons & daughters of Syed Farhat Ali, All residents of Lahore.

#### ***RESPONDENTS***

**APPEAL: AGAINST THE JUDGMENT AND DECREE DATED 23.11.2023, PASSED BY Mr. Atif Nawaz Bhatti, learned Civil Judge, 1<sup>st</sup> Class, Lahore.**

**Claim in appeal: TO SET-ASIDE THE JUDGMENT AND DECREE DATED 23.11.2023 AND SUIT OF PLAINTIFFS/RESPONDENTS NO.1 TO 4 MAY KINDLY BE DISMISSED WITH COSTS.**

**Respectfully Sheweth:**

1. That respondents No.1 to 4 filed a suit for declaration against the appellant and respondents No.5 to 7. The respondents No.1 to 4 baselessly alleged therein that one Syed Rehmat Ali was the predecessor of the appellant, respondents No.1 to 4 and respondent No.7. The respondents No.1 to 4 further alleged therein that Syed Rehmat Ali left behind the following properties:
  - a. A house measuring 2-Marlas, 29-Sq.Ft. bearing House No.128-95, Patyala House situated in Kachi Abadi, Race Course Road, Lahore.
  - b. A plot measuring 4-1/2-Marlas bearing Plot No.411-5-A-II, situated at Township Scheme, Lahore.
2. That the appellant appeared in the trial court and filed his written statement. The appellant stated in his written statement that Syed Rehmat Ali was Benamidar of the properties in

question. In fact, the appellant is exclusive owner in possession of the properties in question. The appellant purchased the properties in question i.e. **(a)** a house measuring 2-Marlas, 29-Sq.Ft. bearing House No.128-95, Patyala House situated in Kachi Abadi, Race Course Road, Lahore, **(b)** A plot measuring 4-1/2-Marlas bearing Plot No.411-5-A-II, situated at Township Scheme, Lahore and also huge amount for raising construction over the said properties..

3. That after framing issues out of the pleadings of the parties, the learned trial court recorded the oral and documentary evidence of respondents No.1 to 4/ plaintiffs. Thereafter, the learned trial court also recorded oral as well as documentary evidence of appellant.

4. That after hearing the arguments of parties, the learned trial court decreed the suit on 23.11.2023. Copy of the judgment and decree is attached herewith.
5. That the judgment and decree dated 23.11.2023 is liable to be set aside, inter-alia on the following:

#### **GROUNDS**

a. That the impugned judgment and decree is against the law and facts. During the proceedings of the trial court, the appellant filed an Application under Order VII, Rule 11 CPC.

The learned trial court dismissed the Application under Order VII, Rule 11 CPC on 11.04.2023. The appellant filed revision

petition against the said order before the Worthy District Judge, Lahore. The learned Additional District Judge Malik

Noor Khan was pleased to pass order on 18.05.2023 and suspended the order dated 11.04.2023 and next date of

hearing is 05.01.2024. Copy of the revision petition and order is attached for kind perusal. It is pertinent to mention here that the counsel for appellant also pointed out to the learned trial court regarding the revision petition and suspending the order dated 11.04.2023 but the learned trial court did not consider this aspect of case.

b. That the learned trial court committed material illegality and irregularity while passing the impugned judgment and decree.

The counsel for appellant also pointed out to the learned trial court that respondents No.1 to 4/plaintiffs also filed suit for declaration, cancellation regarding one of the property mentioned in the plaint against the appellant and others. The said suit is still pending before Aneela Saeed, learned Civil Judge, Lahore in which next date of hearing is 05.01.2024.

The counsel of the appellant also requested to stay the

proceedings of this case but the learned trial court declined

the request of the appellant's counsel. Copy is attached.

c. That the impugned judgment and decree is very harsh and is

based on surmises and conjectures. It is pertinent to mention

here that the learned trial court did not peruse the record of

the file and mention in the judgment that the appellant is

deceased.

d. That the trial court misread and non-read the oral and

documentary evidence of the appellant while passing the

impugned judgment and decree.

e. That the learned trial court misconstrued the evidence on the

file.

f. That the learned trial court did not apply his judicial mind

while passing judgment and decree.

g. That if the impugned judgment and decree is not set-aside, the appellant shall suffer irreparable loss and injury.

**PRAYER:**

**Under the above circumstances, it is respectfully prayed that by accepting the titled appeal, the impugned judgment and decree dated 23.11.2023 may very kindly be set aside and suit may very kindly be dismissed with costs.**

**It is further prayed that during the pendency of the titled appeal, the operation of impugned judgment and decree dated 23.11.2023 may very kindly be suspended.**

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

**APPELLANT**

**Through**

***Mian Rafaqat Ali  
Advocate High Court  
4-Mozang Road, Lahore.***



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

**In re:**

Syed Ishrat Ali **Vs.** Syed Liaquat Ali (deceased) etc.

**(CIVIL APPEAL)**

**AFFIDAVIT OF:**

**Syed Ishrat Ali** son of Syed Rehmat Ali (deceased)  
resident of House No.127, Mohallah 95-Patyala  
House, Race Course 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.**

**In re:**

Syed Ishrat Ali **Vs.** Syed Liaquat Ali (deceased) etc.

**(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 the operation of impugned judgment and decree dated 23.11.2023 may very kindly be suspended.**

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

**Petitioner**

**Through**

***Mian Rafaqat Ali  
Advocate High Court  
4-Mozang Road, Lahore.***

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

**In re:**

Syed Ishrat Ali **Vs.** Syed Liaquat Ali (deceased) etc.

**(CIVIL APPEAL)**

**APPLICATION UNDER SECTION 151 C.P.C.**

**AFFIDAVIT OF:** **Syed Ishrat Ali** son of Syed Rehmat Ali (deceased) resident of House No.127, Mohallah 95-Patyala House, Race Course 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:**

Syed Ishrat Ali **Vs.** Syed Liaquat Ali (deceased) etc.

**I N D E X**

<b>S. #</b>	<b>DESCRIPTION OF DOCUMENT</b>	<b>PAGES</b>
<b>1.</b>	Appeal with affidavit	
<b>2.</b>	Copy of impugned judgment and decree and other relevant documents	
<b>3.</b>	Copy of the revision petition and ad-interim order.	
<b>4.</b>	Copy of the suit filed by the respondents No.1 to 4 pending before the learned Civil Judge, Lahore.	
<b>5.</b>	Stay application with affidavit	
	Power of attorney	

**Appellant**

**Through**

**Mian Rafaqat Ali**  
Advocate High Court  
4-Mozang Road, Lahore.

**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

Civil Suit No. \_\_\_\_\_ /2024

**Mian Irshad Ahmed** son of Mian Bagh Ali, resident of 91-Valencia Town, Lahore.

**Plaintiff**

V E R S U S

**Shaukat Ali** son of Manzoor Ahmed, resident of Watna, Post Office Raiwind, District Lahore.

**Defendant**

**SUIT FOR PERMANENT INJUNCTION.**

***Respectfully Sheweth:-***

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is lawful owner in possession of a **Property land measuring 61-Kanals, 8-Marlas, 165-Sq.ft., bearing Khewat No.37, Khatouni No.147, Khasra Nos.1966, 1963, 1961, 1948, 1949, 1976, 1977, 1980, 1981, 1978, 1977, 1998, 1991, 1975, situated at Hadbust Mouza Watna, Tehsil Raiwind, District Lahore.** (Hereinafter called the **Suit Property**). Copy of agreement to sell dated 17.01.2017 is attached for the kind perusal of this Honourable Court.
- 3- That the plaintiff is enjoying the peaceful and lawful physically possession of the suit property without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner 17.01.2027. It is pertinent to mention here that Khasra Gardawri pertaining to Khasra No.1981 is in the name of Sadiq Ali/seller, who sold the above said property to the plaintiff and seller/Sadiq Ali etc. also handed over the above said property/land.
- 4- That the defendant has no concern Khasra No.1981, title or interest regarding the above said suit property and the plaintiff is legal and lawful owner in possession of suit

property/land. Defendant's property falling in Khasra No.830.

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

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

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

**PRAYER:**

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

*It is further prayed that the defendant may kindly be restrained from dispossess the plaintiff from the suit property/land.*

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

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

**Plaintiff**

**Through:-**

***Mian Muhammad Arshed Iqbal***  
***Advocate High Court***  
***Chamber No.152,***  
***District Courts, Lahore.***

**VERIFICATION:**

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

**Plaintiff**

**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

*In re:*

Mian Irshad Ahmed **Vs.** Shaukat Ali

(SUIT FOR PERMANENT INJUNCTION)

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

**Respectfully Sheweth:**

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

**PRAYER:**

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

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

**Petitioner**

**Through:-**

**Mian Muhammad Arshed Iqbal**  
Advocate High Court  
Chamber No. 152,  
District Courts, Lahore.

**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

*In re:*

Mian Irshad Ahmed **Vs.** Shaukat Ali

(SUIT FOR PERMANENT INJUNCTION)

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

**AFFIDAVIT OF:** **Mian Irshad Ahmed** son of Mian Bagh Ali,  
resident of 91-Valencia Town, Lahore.

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

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

**Deponent**

**VERIFICATION:**

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

**Deponent**

**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

**Civil Suit No. \_\_\_\_\_ /2024**

M.H. (real sister of Late K.H.) wife of G.N., resident  
of Lahore.

M.P. (real sister of Late K.H.) wife of M.A., resident  
of Lahore.

M.B.B. (deceased) widow of K.H. through her legal  
heirs: M.S. (brother) A.A. (brother) M.S.B. (sister)

G.H. (deceased) through his legal heirs: S.B. (widow)  
M.T. (son) W.A. (son) M.S.K. (daughter) M.S.B.  
(daughter) M.R.B. (daughter) M.S.B. (daughter) S.A.  
(son)

All residents of Lahore.

**Plaintiffs**

**VERSUS**

Public-at-Large.

R.A. (deceased) through his legal heirs: M.R.B. (widow)  
M.U. (son) M.S. (son) M.S. (daughter) M.S. (daughter)  
All residents of Lahore.

M.S.B. (deceased) through her legal heirs: S. (son)  
M.N. (daughter) K. (son) Y. (son) M.N. (daughter) M.R.  
(daughter) All residents of Karachi.

### **Defendants**

### **SUIT FOR DECLARATION OF LEGAL HEIRS WITH CONSEQUENTIAL RELIEF.**

#### **Respectfully Sheweth:-**

That the addresses of the parties are given to the caption of the plaint are correct for the purpose of summons, notice etc. That the predecessor-in-interest of plaintiffs and defendants No.2 to 3 namely (Late) K.H. son of S.D. was owner in possession of property measuring 10-Marls, consisting 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 [DATE REMOVED], Mutation No.24411. Copy of sale deed is attached herewith for kind perusal of this Honourable Court.

That the said (Late) K.H. died issueless on [DATE REMOVED] and he left behind his legal heirs (1) M.B.B. (widow), (2) G.H. (real brother), (3) R.A. (real brother), (4) M.H.B. (real sister), (5) M.P.B. (real sister), (6) M.S.B. (real sister). That M.B.B. widow of (Late) K.H. died on [DATE REMOVED] leaving behind her legal heirs as plaintiffs No.3(i)-3(iii) and G.H. real brother of (Late) K.H. died on [DATE REMOVED] leaving behind plaintiffs No.4(i) to 4(viii) as his legal heirs and R.A. real brother of (Late) K.H. died on \_\_\_\_\_ leaving behind defendants No.2(i to v) as his legal heirs. M.S.B. real sister of (Late) K.H. 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. That the plaintiffs and defendants No.2 & 3 are only legal heirs of said deceased (Late) K.H. and they are entitled to inherit the above said property. That the plaintiffs approached to concerned department and informed about the death of (Late) K.H. and requested them to incorporate the names of plaintiffs and defendants No.2 & 3 as the legal heirs of (deceased) K.H., 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) K.H. Hence this suit. That the cause of action arose firstly when (Late) K.H. 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. 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 at Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter. 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) K.H. regarding above said property, in the interest of justice equity and fair play.

It is also prayed that concerned revenue officials/authorities may kindly be directed to incorporate the

names of the plaintiffs and defendants No.2 & 3 in the relevant revenue record being the legal heirs of (late) K.H.

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

**Plaintiffs**

Through

**S.K.M. Advocate High Court**

**M.A. Advocate High Court** 7-Turner Road, Lahore.

**VERIFICATION:-** Verified on Oath at Lahore this \_\_\_\_ day January, 2024 that the contents of Paras No.1 to 6 are true to the best of my knowledge and belief and those of Paras No.7 to 9 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

M.G. son of M.B., resident of Green Town, Lahore.

**Plaintiff**

**V E R S U S**

M.R. (deceased) son of A.M. through his legal heirs:

G.R. (son)

A.M. (son)

S.B. (daughter)

S.A. (daughter)

S.B. (daughter)

residents of Rehmanpura, Lahore.

**Defendants**

**SUIT FOR DECLARATION WITH PERMANENT INJUNCTION.**

**Respectfully Sheweth:**

That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.

That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is lawful co-owner in inherited Property land measuring 20-Kanals, 6-Marlas, bearing ***Khata No.30, Mutation No.629, situated at Mouza Bagharian Dharam Chand, Tehsil Cantt., District Lahore.***

***Vide Sale Deed bearing Document No., Book No.1, Volume***

***No.\_\_\_\_\_***, 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.

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.

That the defendants have no concern, title, or interest regarding the above-said suit property, and the plaintiff is the legal and lawful

owner in possession of the suit property.

That a day before yesterday the defendants, accompanying with some gunda elements, came to the suit property and tried to dispossess the plaintiff from the suit property illegally, unlawfully, and forcibly but due to the 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.

That the plaintiff asked the defendants that they 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 to the genuine request of the plaintiff and extended threats for dispossession from the suit property, hence this suit.

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.

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

That the parties of the suit are residents of Lahore, the cause of action also accrued at Lahore, and the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.

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

Z.A. Zahid  
Advocate High Court

M.B.  
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 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.G. Vs. M.R.

**(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)**

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

**Respectfully Sheweth:**

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

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

That the petitioner has a good *prima facie* case in his favour and the suit is likely to succeed.

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.

**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.

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

**Petitioner**

**Through:**

Z.A. Zahid  
Advocate High Court

M.B.  
Advocate High Court

**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

**In re:**

M.G. Vs. M.R.

**(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)**

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

**AFFIDAVIT OF:** M.G. son of M.B., resident of Green Town, Lahore.

I, the above-named deponent, do hereby solemnly affirm and declare 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.

**Deponent**

**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

Civil Suit No. \_\_\_\_\_ /2024

**M.G.S.**, son of Muhammad Shafiq, resident of Lahore.

Plaintiff  
VERSUS

**M.A.**, son of Qari Sultan Ahmed (deceased), through legal heirs:

**S.A.A.**, widow of **M.A.**, resident of Lahore.

**M.A.**, son of Qari Sultan Ahmed (brother of deceased), resident of Lahore.

**M.E.H.**, son of Malik Riaz-ul-Haq, resident of Lahore.

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF AN ORAL AGREEMENT  
TO SELL WITH POSSESSION, PERMANENT & MANDATORY  
INJUNCTIONS, AS A CONSEQUENTIAL RELIEF.**

Respectfully Sheweth:-

That the defendant was the lawful owner in possession of Flat No.12 situated at 2nd Floor of Property No.SW-III-90-S-40, Hakem-ud-Din Street, Lahore, through the registered sale deed. That the above flat was sold out by the defendants to the plaintiffs at Katcha Beli Ram, Lahore, in presence of **S.A.A.** as well as witnesses, namely (1) **K.J.**, son of Taj Din, resident of Lahore, and (2) **M.A.S.**, son of Tanzeem Ahmed Siddiqi, resident of Lahore. The consideration amount of Rs.23,00,000/- was fixed, and on the same date, the defendant received an earnest money of Rs.1500,000/- cash. The remaining amount of Rs.800,000/- was agreed to be paid within three months, and the defendant would be bound to hand over the Fard for the sale deed as well as possession of the flat to the plaintiff.

That when, after three months, the plaintiff with witnesses approached the defendant, it was found that the defendant had died, and his legal heirs **S.A.A.** and **M.A.** promised that they would get a declaratory decree in their favor regarding the legal heirs of the deceased, and then they would get the flat in question transferred in the name of the plaintiff. They also handed over a

copy of the death certificate of the deceased.

That with due process of law, the legal heirs of the defendant obtained a declaratory decree.

That now, after completing all processes, the plaintiff, with witnesses, approached and requested the legal heirs of the defendant for getting the flat in question transferred in the name of the plaintiff after receiving the remaining amount of Rs.800,000/-, but they made lame excuses, and now a week ago, have flatly refused to do the needful. It has also come to the notice of the plaintiff that the defendant is going to sell and transfer the flat in question to someone else, depriving the plaintiff of his valuable rights and property.

That if the defendants succeed in alienating the subject flat to anyone else, depriving the plaintiff of his valuable rights and paid amount, the plaintiff shall suffer irreparable loss and injury.

That the cause of action arose firstly when the above agreement was executed, secondly when the requisite time lapsed, thirdly when the defendant died and his legal heirs promised to do the needful after obtaining the declaratory decree, and lastly a week ago when the legal heirs of the deceased have flatly refused to accede to the genuine request of the plaintiff, which is still ongoing.

That parties to the suit are residing in Lahore, the suit property is situated in Lahore, and the cause of action has also occurred within the territorial jurisdiction of this Honourable Court. Therefore, this Honourable Court has jurisdiction to adjudicate upon the matter.

That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.23,00,000/-, and the requisite court fee of Rs.15,000/- will be affixed on the plaint as and when ordered by this learned court.

#### **PRAYER:**

In view of the submissions made above, it is humbly prayed that a decree for specific performance with possession, Permanent & Mandatory Injunctions as a Consequential Relief may kindly be passed in favor of the plaintiff and against the defendants, as follows:

Defendant (through legal heirs) be directed to fulfill his part of the agreement and to get the subject Flat No.12, situated at 2nd Floor

of Property No.SW-III-90-S-40, Hakem-ud-Din Street, Lahore transferred in the name of the plaintiff. The defendant may also be directed to discharge his mandatory duties by transferring the subject flat in the name of the plaintiff after receiving the remaining amount, and the physical possession of the flat may also be ordered to be handed over to the plaintiff.

Defendant be restrained permanently from selling, alienating, or transferring the suit property to anyone else in any manner whatsoever.

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

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

Plaintiff

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

Petition No. \_\_\_\_\_ /2023  
F.R. son of R.H., resident of Lahore.

Petitioner

V E R S U S

R.N. widow of M.N.A., resident of Lahore.

M.N.A. minor son

K.N. minor daughter

F.N. minor daughter

N.I. minor daughter

H.N. minor daughter

All minors through real paternal uncle M.A., resident of Lahore.

Respondents

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

Respectfully Sheweth:-

That the addresses and particulars of the parties given above are correct for the purposes of the services of notices and summons etc.

That the petitioner was inducted as tenant by the respondent No.1 in her Property/Double storey House land measuring 3-Marlas, bearing Khewat No.687, Khatouni NO.1181, Khasra No.871, situated at Hadbust Mouza Theh Panju, Tehsil Cantt., District Lahore vide Mutation No.12287, consisting on boundary wall, Gate, two rooms, TV lounge, Two washrooms, one wood Almari with good condition, one electricity meter, Motor Turbine with running condition, on the basis of agreement of rent. The monthly rent was fixed as Rs.1500/- and the petitioner also paid security amount of Rs.650,000/-. Initially the period of rent was for 11-months but later on it was orally extended by way of mutual understanding between the parties as evident that the petitioner is still in possession of rented premises.

That afterwards the petitioner started to reside in the said rented property without any interference and hindrance.

That the petitioner is paying regularly monthly rent to the respondents without any default since agreement of rent executed between the parties without any delay.

That the petitioner is also making payment of utility bills to the concerned department regularly.

That the petitioner is residing in the rented premises without any interruption and the petitioner is fulfilling all obligation and duties towards him. It is pointed out that the M.A. (on behalf of respondents No.2 to 5) without serving any notice which is the mandate of law and also as per the contents of the written tenancy agreement is trying to dispossess the petitioner from the

rented premises illegally and unlawfully, while he has no authority to do this act in any manner whatsoever.

That a day before yesterday the M.A. (on behalf of respondents No.2 to 5) along with some gunda elements came at the rented premises and tried to dispossess the petitioner from the rented premises illegally, unlawfully and forcibly but due to timely intervention of the respectable and petitioner he failed to do so and left the spot while extending threats that he will come again with more force and will dispossess the petitioner from the rented premises.

That the petitioner approached the M.A. (on behalf of respondents No.2 to 5) and requested him not to create interference into the peaceful possession of the petitioner and also be restrained from dispossessing the petitioner from the above said house, but the M.A. flatly refused to listen to the genuine request of the petitioner.

That the said act of the M.A. (on behalf of respondents No.2 to 5) is illegal and unlawful. If by way of permanent injunction the respondents is not restrained from dispossessing the petitioner from the above said house illegally, unlawfully and forcibly, the petitioner shall suffer a lot.

That the cause of action accrued in favour of the petitioner and against the M.A. firstly when the M.A. forcibly tried to dispossess the petitioner from the rented premises and finally when the respondents flatly refused to listen to the genuine and lawful request made by the petitioner and the same cause of action is still recurring day by day.

That the parties of the suit are also resident at Lahore, rented premises is situated at Lahore, the cause of action also arose at Lahore, therefore, the civil courts Lahore has got jurisdiction to entertain the suit.

That the value of the suit for the purposes of court fee and jurisdiction is Rs.2,000/- which is exempted from court fee.

It is therefore, respectfully prayed that petition may very kindly be accepted and M.A. (on behalf of respondents No.2 to 5) may very kindly be restrained from dispossessing the petitioner from the said house in question illegally, unlawfully and forcibly without due course of law in the interest of justice.

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

Petitioner  
Through  
Advocate High Court  
Bhatti Archade,  
Ground Floor,  
2-Mozang Road, Lahore.  
Mian Shahbaz Miraj

**VERIFICATION:-**

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

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

**UNDERTAKING**

I, A. A. son of A. D., resident of Lahore. I am the owner of the property/agricultural land situated at Narowal. The said agricultural land is cultivated by my son namely E. A., by this cultivation I earned a significant amount.

I am working in Excise & Taxation Narcotics Department as Constable under the Pakistan Government and my monthly salary is Rs.71,965/-.

My son namely S. A. is owner of a house situated at Lahore.

A. A. son of A. D.

A.A.M.  
Advocate High Court  
Lahore.  
Cell # 0305-4824475

Ref:LN/25/23

To,  
F.S. wife of K.M.,  
resident of Lahore.

### 1st LEGAL NOTICE

Under the instructions of my client A.R. son of M.S., resident of Lahore, the undersigned is serving you following notice:-

That you entered into an agreement to sell with my client to purchase a property situated in Lahore, which is owned by my client against total consideration of Rs.3,34,00,000/-.

That you paid only Rs.84,00,000/- to my client as earnest money. The agreement and partial payment receipt were executed/reduced into writing.

That you were bound to make payment of remaining sale consideration of Rs.250,00,000/-. The time was essence of agreement to sell.

That my client time and again approached you to pay the remaining amount but you are lingering the matter.

That through the medium of this notice you are directed to pay the remaining sale consideration on the stipulated date, otherwise the agreement to sell and partial payment receipt will become null and void and you will have no right and claim to use it. And your earnest money would be forfeited as per clause-6 of the agreement to sell.

Note: Copy of this legal notice is retained in our office for record and for further legal action.

A.A.M.  
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. \_\_\_\_\_ /2024

M. A. son of K. D., resident of Lahore.  
Plaintiff

VERSUS

A. A. son of A. A., resident of Lahore.  
Defendant

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth:

That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.

That succinctly the facts necessitating for the filing of the instant suit are that the plaintiff is the lawful owner in possession of a property land measuring 8-Marla, 74-Sq.ft., bearing Khewat No.767, Khatouni No.1428, Khasra No.8596/317, measuring (7K-12M) transfer share 2250/41344, measuring 8M-74Sq.ft, situated at Plot Charachwali, Lajpat Road, Hadbust Mouza Shahdara, Tehsil Lahore City, District Lahore, vide Sale Deed bearing Document No.7230, Book No.1, Volume No.4610, registered in the office of Sub-Registrar Ravi Town, Lahore. Mutation No.86524 (Hereinafter called the Suit Property). Copy of Sale Deed is attached for the kind perusal of this Honourable Court.

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.

That the defendant has no concern, title, or interest regarding the above-said suit property, and the plaintiff is the legal and lawful owner in possession of the suit property.

That recently, the defendant, accompanying with some gunda elements, came to the suit property and tried to dispossess the plaintiff from the suit property illegally, unlawfully, and forcibly, but due to the 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.

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 to the genuine request of the plaintiff and extended threats for dispossession from the suit property, hence this suit.

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.

That the cause of action accrued in favor of the plaintiff against the defendant when the defendant tried to interfere with the peaceful possession of the plaintiff and finally when the defendants flatly refused to accede to the genuine and lawful request of the plaintiff, and the same cause of action is still continuing.

That the parties of the suit are residents of Lahore, the cause of action also accrued at Lahore, the suit property is also situated in Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.

That the value of the suit for the purpose of court fee as well as jurisdiction is fixed at 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 favor of the plaintiff and against the defendants, restraining the defendants from interfering with 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 the rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

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**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

In re:  
M. A. Vs. A. A.

(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:  
That the petitioner has filed the above-titled suit in this Honourable Court in which no date of hearing has yet been fixed.  
That the contents of the suit may kindly be read as an integral part and parcel of this application.  
That the petitioner has a good *prima facie* case in his favor, and the suit is likely to succeed.  
That the balance of convenience lies in favor 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.

**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 favor of the petitioner.

Petitioner

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

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**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

In re:  
M. A. Vs. A. A.

(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:  
M. A. son of K. D., resident of Lahore.

I, the above-named deponent, do hereby solemnly affirm and declare 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.

Deponent

**IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.**

Civil Suit No. \_\_\_\_\_ / \_\_\_\_\_

Mst. A.S. daughter of M.A., resident of Lahore.

**Plaintiff**

VERSUS

N.A.Q. son of A.H.Q., resident of Lahore.

S.M. son of C.K., resident of Jhang.

Sub-Registrar Nishter Town, Lahore.

Patwari Hadbust Mouza Gajjumatta, Model Town, District Lahore.

**Defendants**

**SUIT FOR DECLARATION AND CANCELLATION OF DOCUMENTS WITH MUTATION**

**NO.2611, DATED [REMOVED] AND 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 processes of this Hon'able Court.
2. That tersely the facts necessitating for the filing of the instant suit are that the plaintiff is the owner in possession of Property/Plot land measuring 4-Marlas, Khewat No.618, Khatouni No.1034, Qitat-10, Salam Khata 51K-12M, transferred share 900/232200, measuring 4M, situated at Gulshan Munir Housing Society, Hadbust Mouza Gajjumatta, Tehsil Model Town, District Lahore, surrounded as, East: Plot of other, West: Property of other, South: Property of other vide Sale Deed bearing Document # 20654, Book No.1, Volume No.7065, [REMOVED], Sub-Registrar Nishter Town, Lahore.
3. That the plaintiff purchased the suit property from defendant No.2. Defendant No.2 is the previous owner, the stamp paper of the sale deed in favour of the plaintiff was purchased on [REMOVED]. It is important to mention here that defendant No.2 handed over the original Fard Malikyat on the basis of that Fard executed sale deed in favour of the plaintiff.
4. That defendant No.2 has played a fraud and has executed the sale deed in favour of defendant No.1 vide Sale Deed bearing Document No.12124, Book No.1, Volume No.6894, [REMOVED], Sub-Registrar Nishter Town, Lahore of property land measuring 4-Marlas, Khewat No.618, Khatouni No.1034, Salam Khata Qitat-10, land measuring 51K-12M, transferred share 900/23200, measuring 4M, Plot No.343/B, situated at Gulshan Munir Housing Society, Hadbust Mouza Gajjumatta, Tehsil Model Town, District Lahore, surrounded as, East: Passage 10-Ft. West: Plot M.H., North: Plot S.M., South: land of other, Stamp paper [REMOVED].

5. That the plaintiff is the prior purchaser of suit property, she purchased stamp paper on [REMOVED], while defendant No.1 purchased stamp paper on [REMOVED].
6. That on [REMOVED], it has come to the knowledge of the plaintiff from the Halqa Patwari that defendant No.1 with the connivance of defendant No.2 prepared a false, fictitious 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 all the transactions including the local commission of the sale deed and all the proceedings in this respect are based on fraud and forgery, which renders the sale deed in respect of the 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 the sale deed are fraudulent.
10. That the plaintiff has asked the defendants a number of times to cancel the false and bogus sale deed which is a 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 the 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 to 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.480,000/- 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 the body of the plaint or any other document as illegal, unlawful, and with fraud and the same may kindly be canceled, which is not binding upon the plaintiff, in the interest of justice.

It is further prayed that the defendant be restrained through a 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

Muhammad Kazim Malik

Advocate High Court

Bashir Hussain Ch.

Advocate High Court

85-The Mall, Lahore.

**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:

Mst. A.S. Vs. N.A.Q. 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 succeed.
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

Muhammad Kazim Malik  
Advocate High Court

Bashir Hussain Ch.  
Advocate High Court  
85-The Mall, Lahore.

**IN THE COURT OF SENIOR CIVIL JUDGE LAHORE.**

In re:

Mst. A.S. Vs. N.A.Q. 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:** Mst. A.S. daughter of M.A., resident of Lahore.

I, the above-named deponent, do hereby solemnly affirm and declare 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 LEARNED CIVIL JUDGE, LAHORE**

1. D. B. S/O B. A. B. R/O Lahore.
2. A. B. W/O J. I. B. R/O Lahore.
3. A. P. W/O N. J. R/O Lahore.

4. N. I. W/O A. H. R/O Lahore.
5. T. A. B. D/o B. A. R/o Lahore.
6. I. M. D/o B. A. R/o Lahore.

**Versus**

1. S. P. D/O B. A. B., R/o Lahore.
2. G. H. S/o B. A. B., R/o Lahore.
3. M. A. S/o B. A. B., R/o Lahore.

**SUIT FOR CANCELLATION OF SALE DEEDS**

**Most Respectfully Sheweth:**

1. That the plaintiff No. 1 holds special power of attorney for plaintiffs No. 2 to 6. Copies of special power of attorney are enclosed as Annexure "A/1" to "A/5".
2. That the plaintiffs and defendants No. 1 & 2 are real sons & daughters of late B. A. B. Late Z. B. was the real mother of plaintiffs and defendants No. 1 & 2. Both father and mother of the plaintiff and defendants No. 1 & 2 have passed away. The copies of death certificates are attached herewith as Annexure "B" & "C" respectively.
3. That the mother of plaintiffs and defendants No. 1 & 2 was the owner of the property bearing khasra No. 177, situated at New Malik Park, Shad Bagh, Hadbast Mouza Ramkishanwala, Thesil & District, Lahore consisting of 1 kanal, 9 marlas, 87 Sq.ft. The copy of sale deed in favor of Z. B. is attached herewith as Annexure "D".
4. That Late mother of the plaintiffs and defendants No. 1 & 2 sold sixteen Marlas of the above-said property and the remaining portion i.e., 13 marlas, 87 sq.ft comprising 8 shops & 4 residential quarters are still in possession as well as use of the late mother of the plaintiffs and defendants No. 1 & 2.
5. That as submitted above, Mst. Z. B. has passed away and by operation of law plaintiffs and defendants No. 1 & 2 being the legal heirs of Mst. Z. B. became the owners of the remaining portion i.e., 13 marlas, 87 sq.ft comprising 8 shops & 4 residential quarters hereinafter referred to as the suit property. A copy of the assessment order in form PT-1 issued by the Government of the Punjab Excise and Taxation department is enclosed as Annexure "E".
6. That the plaintiffs No. 1 to 5, being legal heirs of late Z. B., filed a suit for declaration & permanent injunction with consequential relief against defendant No. 1. In the said suit, it was prayed that the defendants be restrained from alienating, dispossessing, or transferring the said property in any manner whatsoever.

7. That in the said suit status quo order was passed regarding possession and alienation of the suit property.
8. That in the said suit it was stated that the defendant was claiming that her mother had executed a sale deed in her favor regarding 7 marlas land out of the above-said suit property hereinafter referred to as the suit property. It was further stated in the said suit that the sale deed claimed by the defendant was fabricated, fake, concocted & was beyond the knowledge of the plaintiffs. Plaintiffs had no knowledge about the date of execution of the forged sale deed in respect of the suit property.
9. That the said suit was contested by the defendant No. 1. On the given date defendant No. 1 produced the copy of the above-said forged sale deed in the court of Mr. S. J., learned Civil Judge, Lahore. Thus plaintiffs' knowledge about the contents of the sale deed in question commenced from that date.
10. That during her lifetime Z. B. never signed or thumb-marked any sale deed in respect of the suit property before any Sub-Registrar or before any local commission appointed by the Sub-Registrar. Plaintiffs came to know about the forged & fake sale deed only when defendant No. 1 produced a copy of said sale deed in the court of Mr. S. J., Learned Civil Judge, Lahore.
11. That during the pendency of the above said suit defendant No. 1 has executed the sale deed on the given date in respect of the suit property in favor of defendant No. 3. A copy enclosed as Annexure "F".
12. That as submitted above the sale deed claimed by defendant No. 1 have been executed by the mother of plaintiffs & defendant No. 1 & 2 in favor of defendant No. 1 is bogus, forged, fake & concocted & of no legal consequences hence defendant No. 1 has no lawful authority to execute a sale deed in favor of defendant No. 3. Hence both the said sale deeds are liable to be canceled.
13. That the cause of action arose in favor of plaintiffs against the defendant when the defendant presented the bogus sale deed claimed to have been executed in favor of defendant No. 1.
14. That the suit property is also situated in Lahore. The cause of action has also arisen in Lahore, hence this Hon'ble Court has got jurisdiction to adjudicate upon the matter.
15. That for the purpose of court fees and jurisdiction the suit is valued at Rs. 7,000,00/- Prescribed court fee of Rs. 15,000/- is affixed on the plaint.

#### **PRAYER**

In light of the above said submissions, it is respectfully prayed that a decree for cancellation of sale deeds bearing document No. 5797, Book No. 1, Volume No. 7249 page No. 359/362 & document no. 7201, Book No. 1, Volume No. 1180 Annexure D & F may kindly be passed in favor of the plaintiffs and against the defendants. It is further

prayed that defendant No. 3 may kindly be restrained permanently from alienating and handing over possession of the suit property to any other person in any manner whatsoever. Any other relief, which this Hon'ble Court deems fit may also be granted to the plaintiff.

**Plaintiff**

**Through**

(A. M. K.)  
**Advocate High Court**  
(M. N. M. S.)  
**Advocate High Court**

(M. S. A.)  
**Advocate High Court**

**VERIFICATION**

Verified on oath at Lahore that the contents of para No. 01 to 10 are true and correct to the best of my knowledge and para No. 11 to 13 are true and correct to the best of my belief.

**Plaintiff**