



DECISION

Complaint No. :

POS/4466/KE/375/24

Name and Address
of the Complainant :

Mr. Ainul Haque, R/o F.S 26/6, Near Liaquat Square,
Malir, Extension Colony, Karachi.

Name of the Agency
Complained against :

Sindh Building Control Authority (SBCA)

Name & Designation of
Investigation Officer :

Syed Farrukh Habib
Director, Regional Office, Karachi (East)

Subject :-

**COMPLAINT AGAINST THE BUILDER OF
GULSHAN-E-FALAKNAZ FOR ALLEGED DELAY
IN HANDING OVER POSSESSION OF PLOT NO.
S-151 AND EXECUTION OF ITS LEASE DESPITE
FULL PAYMENT BY THE COMPLAINANT.**

THE COMPLAINT

Mr. Ainul Haque in his complaint dated 26.10.2024 stated that he had purchased Plot No. S-151 measuring 120 sq. yards in Gulshan-e-Falaknaz, Karachi, after paying all dues including development charges about 20 years ago. However, despite the lapse of such a long period, the possession and lease of the said plot have not been handed over to him. He further submitted that due to non-availability of possession, he could not construct a house for his family, and being a heart patient, he is facing great hardship. The complainant also stated that if he had intended only to invest, he could have purchased Defence Saving Certificates which yielded him substantial return earlier, but he invested in the plot with the genuine intention to build a house for his family. He explained his financial constraints, including expenditure on the education of his only daughter studying MBBS in a private medical college, for which he had already exhausted his Provident Fund and is approaching retirement with no resources left. He therefore, solicited intervention of this office for redressal of his grievance.

PROCEEDINGS

2. After admission of complaint under Section 10 of the Establishment of the office of Ombudsman for the Province of Sindh Act, 1991, (amended up to date), as well as after receiving mandatory Affidavit on Form "A" and other relevant documents, report was called from the Agency. However, the Agency instead of furnishing report over allegations of complainant, merely forwarded the complaint to the builder with the direction to redress the grievances of the complainant strictly in accordance with terms & conditions of Sale NOC issued to him for above mentioned subject project immediately and also submit compliance to SBCA. Copy of the same was shared with this office by the Assistant Director, (PSA&C), SBCA vide letter dated 08.11.2024. Later on, the Deputy Director (PSA&C), SBCA again instead of furnishing report of action taken against the builder, furnished letter dated 17.12.2024 from M/s. Shadab Builders and Developers which stated that they have already given him plot. The builder through such letter desired that the original allottee may be advised to appear in the builder's office along with original file so that they may resolve the issue.

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3. In order to sort out the issue the investigation officer fixed the case for hearing on 01.01.2025 which was attended by the complainant and Mr. Owais, representative of builder. The builder's representative offered that a meeting of complainant with owner/builder would be helpful to resolve the issue.

4. In his rejoinder dated 13.03.2025, the complainant stated that he has already paid all dues including development charges but builder did not handover physical possession and lease as yet. He requested to resolve his problem.

FINDING

5. I have examined the case file and perused correspondence, reports and rejoinders etc., and observe that:

- i. The complainant on 10.07.2003 booked a Plot admeasuring 120 sq. yards in Gulshan-e-Falaknaz. The complainant has paid all dues including development charges. The builder, as per ToRs of booking was required to deliver the physical possession of the Plot to allottee in 2008.
- ii. The Agency failed to show cause the builder upon such inordinate delay in handing over of complainant's duly allotted plot. It failed to file any report of action taken against the builder for his failure to abide by the T&C of NOC accorded for the project and failed to take action as per relevant sections of KB&TP Regulation 2002. On the contrary it adopted an indifferent attitude of completely ignoring not only the plight of complainant but also disregarded notices of this Institution throughout the course of investigation. The Agency's such blatant disregard of rules tends to suggest that it is acting in collusion with the builder.
- iii. The Agency / SBCA has shown systemic negligence by failing to investigate or act upon the builder's conduct. Despite being the principal regulatory body under the Sindh Building Control Ordinance, 1979 and the Karachi Building & Town Planning Regulations, 2002, it failed to show any evidence of having acted as a vigilant regulatory body to impress upon the builder to fulfill his obligation to issue possession of plot to complainant upon full payment. Given the circumstances, it appears to be a clear-cut case of ***dereliction of duties*** by the agency, which failed to act as per law.
- iv. The SBCO, 1979 and the Karachi Building Town Planning Regulations-2002 empowers the Agency to take action on violation. Section 5-1.21 of KB&TR 2002 provides that the agency in case of delay in completion by builder may require him to compensate allottee as well.
- v. The builder has clearly failed to abide by the terms and conditions of the NOC given for the project and failed to hand over possession to the allottee(s). The Agency despite being authorized under SBCO 1979 and Karachi Building Town Planning Regulation – 2002, failed to assert and act as Principal Regulatory body and take action against the builder for violations, thus guilty of gross mal-administration.

(3)

DECISION

6. In view of above and in exercise of powers conferred upon me vide section 11 of the Establishment of the Office of Ombudsman for the Province of Sindh Act, 1991 (as amended up to date) I direct the Director General, Sindh Building Control Authority to enquire into this blatant dereliction of duties by officers responsible to enforce and implement the provisions of SBCO 1979 and KBTR 2002. He is further required to order the builder to either hand over peaceful physical possession of plot to the allottee as per actual terms and conditions and cost, as agreed at the time of booking, or compensate him by returning his amount with mark up as per KIBOR without further delay.
7. Compliance report of the same need be furnished in 60 days.
8. This also disposes of complaint bearing No. POS/5731/KE-552/204 filed by the same complainant being identical in nature.

Given under my hand and seal of the office

Sd /-

(Muhammad Sohail Rajput)
Sitara-e-Imtiaz. PAS
Ombudsman Sindh

Karachi, dated 20-10-2025

