

**IN THE SUPREME COURT OF PAKISTAN**  
(APPELLATE JURISDICTION)

**PRESENT:**

JUSTICE YAHYA AFRIDI, CJ  
JUSTICE MUHAMMAD SHAFI SIDDIQUI  
JUSTICE MIANGUL HASSAN AURANGZEB

**CA NO.132-L OF 2013**

*(Against the judgment dated 07.05.2012 of the Lahore High Court, Lahore passed in W.P. No.28906 of 2011)*

Mrs. Tasneem Abbas

...Appellant

**Versus**

Additional District Judge, Lahore and others

...Respondents

For the Appellant: Mr. Salman Mansoor, ASC (via Video link (Karachi).

For the Respondents: Ch. Muhammad Masud Akhtar Khan, ASC (via Video link (Lahore).

Assisted by: Mr. Mehboob Irshad, Law Clerk, Supreme Court of Pakistan.

Date of Hearing: 10.09.2025.

**ORDER**

**MIANGUL HASSAN AURANGZEB, J.-** Through the instant appeal, the appellant Mrs. Tasneem Abbas, assails the judgment dated 07.05.2012 passed by the Lahore High Court, whereby writ petition No.28906/2011 filed by the appellant against the judgment and decree dated 06.07.2011 passed by the appellate court, was dismissed. Vide the said judgment dated 06.07.2011, the appellate court had allowed the appeal preferred by respondent No.3, Hafiz Ayaz Aalam Usmani, against the order and decree dated 09.03.2011 passed by the court of the Rent Tribunal. Vide said order and decree, the Rent Tribunal had



allowed the eviction petition filed by the appellant, seeking respondent No.3's eviction from the ground floor of House No.8-C/1, Shahid Colony, Ferozpur Road, Lahore ("**the demised premises**").

2. The appellant, in her eviction petition had sought respondent No.3's eviction from the demised premises by taking the grounds of (i) default in the payment of rent, (ii) personal *bonafide* need for the demised premises, (iii) violation of the terms of the rent agreement dated 31.12.1996 by subjecting the demised premises to commercial use instead of using it for residential purposes. Respondent No.3 contested the eviction petition by denying the relationship of landlord and tenant with the appellant. The proceedings before the Rent Tribunal culminated in the order and decree dated 09.03.2011, whereby the eviction petition was allowed and respondent No.3 was directed to hand over vacant possession of the demised premises to the appellant within a period of two months. Furthermore, it was held that the petitioner was entitled to recover arrears of rent at the rate of Rs.4,400/- per month since January, 2000 till the vacation of the demised premises.

3. Respondent No.3 preferred an appeal against the said order and decree. One of the grounds taken in the appeal was that respondent No.3 had purchased the demised premises with his own funds, and that the appellant was just a *benami* owner. Respondent No.3 had also instituted a suit for declaration that he is the real owner of the demised premises. He had also questioned the authenticity of his signatures on the rent agreement. The appellate court compared respondent No.3's admitted signatures with those on respondent No.3's national identity card and passport and found them to be "*very much different.*" The appellate court also relied on letter dated 10.07.2008 from respondent



No.3 to the Manager, Allied Bank Limited seeking the verification of his signatures on the said letter with his signatures on the account opening forms submitted in the year 1977. The appellate court also gave credence to respondent No.3's stance that the appellant's husband and respondent No.3 had been "*carrying on joint business of glass manufacturing*" and that the appellant had admitted in her evidence that respondent No.3 had been paying monthly rent to the appellant's husband but no deposit receipts had been produced. After highlighting the contradictions in the appellant's evidence, the appellate court allowed respondent No.3's appeal vide judgment dated 06.07.2011 and held that the appellant had failed to establish a relationship of landlord and tenant with respondent No.3, and that the right course for the appellant was to defend her title before the civil court.

4. The appellant filed writ petition No.28906/2011 against the said judgment dated 06.07.2011. Vide impugned judgment dated 07.05.2012, the said writ petition was dismissed on the sole ground that neither was the rent agreement brought in conformity with the requirements of the Punjab Rented Premises Ordinance, 2007 ("**the 2007 Ordinance**") nor did the Rent Tribunal, before assuming jurisdiction, direct the appellant to deposit fine contemplated by section 9 of the said Ordinance.

5. We have heard the contentions of the learned counsel for the contesting parties and perused the record with their able assistance.

6. Although, respondent No.3, in his appeal against the Rent Tribunal's order and decree dated 09.03.2011, had taken the ground that the said order and decree are contrary to the provisions of sections 8 and 9 of the 2007 Ordinance, the appellate court had not allowed respondent No.3's said appeal on this ground, but on the grounds



mentioned hereinabove. However, it was the high court that maintained the judgment passed by the appellate court by holding that the tenancy in question had not been brought in conformity with the requirements of the 2007 Ordinance.

7. Section 8 of the 2007 Ordinance provides that an existing landlord and tenant shall, as soon as possible, but not later than two years from the date of coming into force of the said Ordinance, bring the tenancy in conformity with the provisions of the said Ordinance. Section 9 of the 2007 Ordinance provides *inter alia* that if a tenancy does not conform with the provisions of the said Ordinance, the Rent Tribunal shall not entertain an application under the said Ordinance on behalf of the landlord, unless he deposits a fine equivalent to 10 percent of the annual value of the rent of the premises in the government treasury. The Respondent No.3, in his grounds of appeal, had not pleaded with particularity the feature of the tenancy which was not in conformity with the provisions of the 2007 Ordinance. As mentioned above, the judgment dated 06.07.2011 passed by the appellate court makes no mention of section 9 and/or any non-compliance of the tenancy with the requirements of the 2007 Ordinance. The impugned judgment of the high court also does not state as to how and why the tenancy in question was not in conformity with the requirements of 2007 Ordinance, and which feature of the tenancy had to be brought in conformity with the provisions of the said Ordinance. These omissions are enough for us to interfere with the impugned judgment of the high court. However, we shall proceed on the assumption that it was the requirement under section 5 of the 2007 Ordinance, which the high court had in mind when it held that the eviction petition filed by the appellant was not maintainable.



8. Section 5(1) of the 2007 Ordinance mandates that a landlord shall not rent out a premise to a tenant except by a tenancy agreement, whereas section 5(2) requires a landlord to present the tenancy agreement before the Rent Registrar. Additionally, section 5(3) requires the Rent Registrar to enter the particulars of the tenancy in a register, affix his official seal on the tenancy agreement, retain a copy thereof and return the original tenancy agreement to the landlord. It is the entry of the tenancy agreement in the office of the Rent Registrar which section 5(5) of the said Ordinance treats as proof of the relationship of landlord and tenant.

9. Although, the rent agreement was executed on 31.12.1996, the eviction petition was filed by the appellant on 09.01.2008. By the time, the eviction petition was filed, the 2007 Ordinance was in the field having been promulgated on 16.11.2007. It was not until 17.11.2009 that the 2007 Ordinance was repealed and replaced by the Punjab Rented Premises Act, 2009 ("**the 2009 Act**"). The provisions of the two statutes that we are in concern with the instant case are in *pari materia*.

10. The tenancies which were already existing when the 2007 Ordinance was promulgated are catered for in section 8 of the 2007 Ordinance, which provides that an existing landlord and tenant shall, as soon as possible but not later than two years from the date of coming into force of the said Ordinance, bring the tenancy in conformity with the provisions of the said Ordinance. Hence, the petitioner and respondent No.3 had until 16.11.2010, to enter the particulars of the tenancy with the Rent Registrar so as to make it compliant with the requirements of section 5(2) of the 2007 Ordinance. This requirement, we are told, till date remains unfulfilled. The vital question that needs to be determined is whether as a result of such



non-compliance, the eviction petition is to be dismissed at the alter or whether an opportunity was to be given to the eviction petitioner to cure such defect. It is pertinent to bear in mind that respondent No.3, in his reply to the eviction petition, did not take an objection to the effect that the tenancy agreement had not been presented before the Rent Registrar.

11. The question as to whether non-compliance with the requirements of section 5(2) of 2007 Ordinance would render an eviction petition liable to be dismissed without further ado, came to be considered by this court in the case of Abdul Hameed Talib Vs. Additional District Judge, Lahore (PLD 2013 SC 775), and after referring to a *catena* of case law on the subject, it was held as follows:-

*"From the above definitions and the survey of case-law (supra) it is quite clear that the ministerial staff of the Rent Tribunal or for that matter the Tribunal itself, shall not refuse to receive an application of the landlord/tenant, as the case may be, when brought before it, rather on the first date when the matter comes before the Tribunal for the purposes of proceeding with it, the Tribunal shall ascertain from the applicant (of the case) if a validly executed and registered tenancy agreement (as per the provisions of Act 2009) is there and its availability on the record. If that not being so, whether the applicant has deposited the amount of fine as envisaged by section 9 ibid. If both these aspects are missing, the Rent Tribunal shall halt further proceeding in the matter."*

**(Emphasis added)**

12. As regards, the eviction petition filed before the Rent Tribunal with respect to tenancy agreements already existing when the 2007 Ordinance was promulgated, and not having been presented before the Rent Registrar in accordance with section 5(2), this court in the said judgment held as follows:

*"In my view section 9 and 8, when both are read together along with the provisions of Act, 2009 and the object and spirit of the said enactment, leads to no other reasonable construction of the two sections (while in interaction), that the landlord/tenant can bring the existing tenancies in conformity with the Act within two years period and in this regard Section 8 should be construed **independent** and **insulated** from Section 9 and applied only in time with the sole object of bringing the tenancy in line with the provisions of the said Act. But where the*



*applicant/petitioner (landlord/tenant) want to avail the remedy of that law (Act 2009), and exercise his right to enforce the duties of the opposite side, he shall be obliged to pay the fine as mentioned in section 9 ibid as in the case of future tenancies; notwithstanding it is an existing tenancy or otherwise. In this behalf no exemption or moratorium etc. on the basis of two years period mentioned in section 8 shall be available to him. And if the fine is not paid by the petitioner/applicant the fall out and the consequences of failure of the non-compliance as envisaged by Section 9 for the future tenancy cases, as has been prescribed above, shall be duly attracted to such petition(s)/ application(s) as well."*

13. When the eviction petition was filed on 09.01.2008, the two-year grace period within which the tenancy agreement was required to be presented before the Rent Registrar had not lapsed. Additionally, the above-mentioned judgment of this court had also not been announced by then. However, the Lahore High Court in its judgment reported as Majid Khan Vs. Naseem Bibi (PLD 2010 Lahore 389) and Shaukat Mehmood Vs. Muhammad Yaseen (2011 CLC 823) had held *inter alia* that the omission to present the tenancy agreement before the Rent Registrar in accordance with section 5(2) of the 2007 Ordinance within the two-year grace period would neither render the party seeking eviction of a tenant liable to pay the penalty/fine nor could the eviction petition be rejected on this ground. In the case at hand, the two-year grace period expired on 16.11.2009. By this time, the appellant's eviction petition had not been decided. It was at this stage that either the Rent Tribunal could have required the appellant to bring the tenancy in conformity with the requirements under section 5(2) or respondent No.3 could have taken objection as to the non-compliance with the requirements of the said provisions. Neither was done.

14. The judgment passed by the appellate court does not show that respondent No.3 had pressed his objection to the effect that the appellant had not paid the fine contemplated by section 9(a) of the 2007 Ordinance. Once, such omission on the appellant's part was brought to the notice of the high court, it ought to have given an



opportunity to the appellant to cure the defect by paying the fine in terms of section 9(a) of the said Ordinance. The High court instead made such omission as the ground for dismissing the appellant's writ petition and maintaining the judgment and decree passed by the appellate court. We, therefore, hold that the impugned judgment of the high court is not sustainable on this score. After holding so, it needs to be determined whether the matter be remanded to the high court or the appellate court.

15. As mentioned above, one of the grounds which prevailed with the appellate court in setting aside the eviction order passed by the Rent Tribunal was that respondent No.3 had instituted a suit, seeking a declaration to the effect that he is the real owner whereas the appellant is the ostensible/*benami* owner of the demised premises. The appellate court had explicitly held that the right course for the appellant was to defend her title in the civil court. In holding so, the appellate court did not take into consideration the law laid down by the superior courts that the pendency of a civil suit filed by respondent No.3 in an eviction petition claiming to be an owner of rented premises cannot be a ground either to dismiss or stay the proceedings before the Rent Tribunal. Reference in this regard may be made to the law laid down by this court in the cases of Mst. Musarrat Shaheen Vs. Mst. Verbeena Khan Afroz (2024 SCMR 1796), Nisar Khan Vs. Nadia Ali Butt (2024 SCMR 452), Muhammad Nisar Vs. Izhar Ahmed Sheikh (PLD 2014 SC 347), Abdul Rasheed Vs. Maqbool Ahmed (2011 SCMR 320), Barkat Masih Vs. Manzoor Ahmad (2006 SCMR 1068), Jumma Khan Vs. Zarin Khan (PLD 1999 SC 1101), Iqbal Vs. Rabiā Bibi (PLD 1991 SC 242) and Rehmatullah Vs. Ali Muhammad (1983 SCMR 106).



16. It remains to be seen as to whether respondent No.3 succeeds in his suit, seeking a declaration that the appellant is not the real owner of the demised premises but just an ostensible/*benami* owner. Respondent No.3, in his application for leave to defend the eviction petition pleaded *inter alia* that "*the title of the [appellant] is just benami, otherwise the property belongs to [respondent No.3].*" Such pleading is an acknowledgment of the fact that at present the appellant is recorded as the owner of the demised premises. The evidence on the record shows that it is the appellant who produced the original sale deed (Exh.A2) as well as the register *Haqdaran-e-Zameen* (Exh.A3) with respect to the demised premises before the Rent Tribunal. In the event respondent No.3 is able to get a decree in his favor from the civil court, he can have the same executed and get possession of the demised premises. However, until then he cannot arrogate to himself the status of the owner of the demised premises. We are, therefore, of the view that the appellate court erred by requiring the appellant to defend her title in the civil suit and made this the basis for setting aside the eviction order passed by the Rent Tribunal.

17. The appellate court had given credence to respondent No.3's stance as to his signatures on the rent agreements not being genuine. The appellate court carried out the exercise of comparing respondent No.3's signatures on the rent agreement with those on his national identity card and passport and found the signatures to be different. The appellate court also relied upon Exh.R1/A which is letter dated 10.07.2008 from respondent No.3 to the Manager of Allied Bank Limited requesting for his signatures on the said letter to be verified with his signatures on the account opening forms submitted in the year



1977. This was also one of the causes for the appellate court to interfere with the eviction order dated 09.03.2011.

18. It was not proper for the appellate court to have placed reliance on Exh.R1/A, which is letter dated 10.07.2008 from respondent No.3 to the Manager, Allied Bank Limited, Wahdat Road, Lahore requesting the latter to verify his signatures on the said letter with the account opening forms and specimen signatures submitted with such forms. Although apparently the said letter bears the stamp of Allied Bank Limited near the signature of respondent No.3, the Manager or the officer of the bank stamping the said letter was not produced as a witness by respondent No.3. Furthermore, the account opening forms submitted in the year 1977 i.e. almost twenty years before the execution of the rent agreement were also not tendered in evidence.

19. There is no doubt that under Article 84 of the Qanoon-e-Shahadat Order, 1984 ("**the 1984 Order**"), courts have the power to compare the admitted signatures with the ones in dispute. But the rule of prudence is that comparison of signatures by courts as a mode of ascertaining the truth should be used with great care and caution and this has been firmly established by authorities. It is well settled that where a Judge compares the handwriting or signatures with other documents which are produced before him and which are not challenged as fabricated, such a process of comparison by the court upon its own initiative and without the guidance of an expert is hazardous and recognizably inconclusive. In the case of Sumaira Malik Vs. Umar Aslam Awan (2018 SCMR 1432), this court held as follows:-

*"Insofar as Article 84 is concerned, we are of the view that keeping in mind the requisite standard of proof it is unsafe for the Court (which would here include an election tribunal) to itself carry out a visual examination and comparison of the record. In election matters, if at all such an exercise has to be carried out, it must be referred to expert*



*opinion (which would here include the opinion of a relevant regulatory body or authority such as NADRA)."*

20. Additionally in the case of Rehmat Ali Ismaila Vs. Khalid Mehmood (2004 SCMR 361), this court after referring to Article 84 of the 1984 Order held as follows:-

*"The above provisions do empower the Courts to make the comparison of the words or figures so written over a disputed document to that of admitted writing/signature and the Court could exercise its judgments on resemblance of admitted writing on record. It is true that it is undesirable that a Presiding Officer of the Court should take upon himself the task of comparing signature in order to find out whether the signature/writing resembled to the disputed document with that of admitted signature/writing but the said provision do empower the Court to compare the disputed signature/writing with the admitted or proved writing."*

**(Emphasis added)**

21. On account of the above-mentioned deficiencies in the judgment passed by the appellate court, we are of the view that the same is not sustainable. Since neither the Rent Tribunal required the appellant to pay the fine in terms of section 9(a) of the 2007 Ordinance nor did respondent No.3 in the proceedings before the Rent Tribunal raise an objection to the effect that further proceedings could not take place on account of non-compliance with the requirements of section 5(b) of the said Ordinance, it would not be proper to remand the matter to the Rent Tribunal. In these circumstances, remand of the matter to the appellate court is warranted.

22. In view of the above, instant appeal is allowed in that judgment dated 07.05.2012 passed by the high court as well as the judgment dated 06.07.2011 passed by the appellate court are set-aside; the matter is remanded to the appellate court which may decide respondent No.3's appeal after affording an opportunity to the appellant to pay the fine contemplated by section 9(a) of the 2007 Ordinance for not having



shown compliance with the requirements of section 5(2) of the said Ordinance. We also deem it appropriate for *status quo* regarding possession of the demised premises to operate during the pendency of the appeal.

Islamabad, the  
10<sup>th</sup> September, 2025  
Not approved for reporting  
~~Zameer Hussain~~\*