

**IN THE SUPREME COURT OF PAKISTAN**  
(Appellate Jurisdiction)

**PRESENT:**

Mr. Justice Sardar Tariq Masood  
Mr. Justice Mazhar Alam Khan Miankhel

**Civil Petition No.1684 of 2025**

[Against the order dated 05.03.2025, passed by the Lahore High, Bahawalpur Bench, Bahawalpur in Civil Revision No.125 of 2025]

Ghulam Qadir.	Versus	...Petitioner(s)
Ghulam Muhammad Kaleem and others.		...Respondent(s)

For the Petitioner(s) : Mr. Hameed-uz-Zaman, AOR

For the Respondent(s) : N.R.

Date of Hearing : 23.05.2025

**ORDER**

**Mazhar Alam Khan Miankhel, J:-** The petitioner herein has impugned the order dated 05.03.2025 of the Lahore High Court, Bahawalpur Bench, Bahawalpur (**the High Court**), whereby the civil revision filed by the petitioner against the concurrent findings of dismissal of his suit by the Courts below was dismissed maintaining the concurrent findings.

2. We have heard the learned counsel for the petitioner and have also gone through the available record.

3. The record of the case reveals that the petitioner allegedly entered into an agreement to sell with the predecessor of respondents (their mother) on 05.01.1983, wherein it was mentioned that Rs.50,000/- as an earnest money was paid to the alleged vendor and remaining amount of Rs.25,000/- of the sale

consideration was agreed to be paid after the conclusion of the litigation pending in the Courts. Later on, the predecessor of the respondents, as per learned counsel for the petitioner passed away in the year 1993. The alleged *lis* regarding the suit property was culminated in the shape of dismissal of civil petition for leave to appeal by this Court *vide* order dated 24.11.2006 but the record of the case reveals that the instant suit by the petitioner was filed on 09.01.2017 and no plausible reason was put-forth by the petitioner for such a long delay. The suit of the petitioner, on the face of it, is barred by time. Learned counsel for the petitioner had no valid explanation in this regard. This aspect of the case was also considered by the High Court and the Courts below. Similarly, it was held by all the Courts that the alleged agreement to sell dated 05.01.1983 (Exh.P-1) was an ambiguous document and no proper description of the property was there. The learned counsel for the petitioner during the course of arguments placed reliance on the case reported as *Zeeshan Pervez (Late) through legal heirs vs. Muhammad Nasir* (2025 SCMR 495) but we have gone through the same and the same is distinguishable from the facts and circumstances of the present case.

4. We have also noted that the alleged vendor was an illiterate old lady being mother of four sons and three daughters but none of them was the signatory of the alleged agreement to sell as a witness to the same and similarly all the respondents have categorically denied the factum of alleged agreement to sell with the petitioner. The learned counsel for the petitioner failed to point out any misreading, non-reading or any other material irregularity



and illegality in the findings of the High Court and the Courts below. The said findings so recorded are in accordance with law and need no interference by this Court. Hence this petition being meritless is dismissed as such and leave refused.

Islamabad  
23.05.2025  
APPROVED FOR REPORTING  
Rabbani\*/