

ORDER SHEET

HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

C.P No.S-532 to 547 of 2024.

C.P No.S-40 to 46 and 51 to 59 of 2025.

DATE

ORDER WITH SIGNATURE OF JUDGE

13.11.2025.

M/s. Muhammad Zakaria Baloch, Imtiaz Pathan and Haji Muhammad Suleman, Advocates for Petitioners in C.Ps No.S-40 to 46 and 51 to 59 of 2025 and for Respondent No.1 in C.P. No.S-545 and 546 of 2024.

Mr. Atta Hussain Gaddi Pathan, Advocate for Evacuee Trust Properties Board Petitioners in C.P. No.S-532 to 547 of 2024 and for interveners in C.P. No.S-40 to 46 and 51 to 59 of 2025.

Mr. Abdul Waheed Baloch, Advocate for private owners/ Respondent No.3 in C.Ps No.S-40, 43, 46, 52, 55, 56, 58 and 59 of 2025 and for respondent No.2 in C.Ps No.S-538, 540 to 543 and 545 to 547 of 2024 alongwith Respondent Abdul Saleem and Abdul Hameed.

Mr. Mirza Fawad Saleem Baig, Advocate for private owners / Respondent No.3 in C.Ps No.S-41, 42, 44, 45, 51, 53, 54 & 57 of 2025 and for Respondent No.2 in C.Ps No.S-532 to 537, 539 and 544 of 2024 alongwith Muhammad Zeeshan s/o Muhammad Sabir and Arsalan s/o Abdul Rasheed.

1. M/s. Muhammad Zakaria Baloch, Imtiaz Pathan and Haji Muhammad Suleman, Advocates for tenants/ Petitioners have concluded their arguments. Their case is that they are tenants of Evacuee Trust Property Board [ETPB] and have been paying rent to them.
2. Mr. Atta Hussain Gaddi Pathan, Advocate for Evacuee Trust Property Board Petitioner/ Intervener has also concluded his arguments. Their case is that the demised property belongs to ETPB based upon an order dated 11.01.2019 whereby PTD of 1968 was cancelled; that the Petitioners are tenants of ETPB; that in this regard Order dated 11.01.2019 has been passed by Deputy Administrator ETPB; that Reference(s) filed by Deputy Administrator ETPB (henceforth “the **Reference(s)**”) is pending due to vacancy of seat of Chairman ETPB; and Appeals filed by private

owners against the Order dated 11.01.2019 (henceforth “the **Appeals**”) are also pending due to the same reason.

3. Mr. Abdul Waheed Baloch, Advocate representing one group of private owners/ landlords/ Respondent; and Mr. Mirza Fawad Saleem Baig, Advocate representing the other group of private owners/ landlords/ Respondent have also concluded their arguments. Case of the Private owners/ Respondents is, that the petitioners are their tenants; that they are owners of the demised premises based upon PTD of the year 1968 and subsequent Sale Deeds in their favour; that their Rent Applications for ejectment of their respective tenants were allowed by the learned Rent Controller Shahdadpur vide Orders dated 20.01.2024; that such ejectment Orders have been concurrently upheld by the learned Additional District Judge Shahdadpur vide Orders dated 29.01.2025 in respective FRAs; that writ of possession have also been issued by the learned Executing Court at Tando Adam in their respective Execution Applications; that applications by ETPB for being impleaded were rejected in the earlier round so also in the present round by the learned Rent Controller; that against the Order dated 11.01.2019 passed by the Deputy Administrator ETPB, the Private Owners have also filed **Appeals** which are pending due to vacancy of seat of Chairman ETPB; and that the **Reference(s)** is also pending before the Chairman ETPB.

4. After vehemently contesting and arguing their cases at length, all the learned counsel present, based upon instructions from their respective clients, have jointly submitted that they want to resolve their dispute through a mutual arrangement. In this regard, I find it appropriate to note that Courts in Pakistan have always encouraged resolution of disputes through negotiations and reconciliation. The guidance ordained by the Holy Quran in this regard is:

”وَإِنْ طَائِفَتَانِ مِنَ الْمُؤْمِنِينَ اقْتَتَلُوا فَأَصْلَحُوا بَيْنَهُمَا فَإِنْ بَغَتْ إِحْدَاهُمَا عَلَى الْأُخْرَىٰ فَقَاتِلُوا الَّتِي تَبْغِي حَتَّىٰ تَفِيءَ إِلَىٰ أَمْرِ اللَّهِ فَإِنْ فَاءَتْ فَأَصْلَحُوا بَيْنَهُمَا بِالْعَدْلِ وَأَقْسِطُوا إِنَّ اللَّهَ يُحِبُّ الْمُقْسِطِينَ

“And if two parties of the believers quarrel, make peace between them; but if one of them acts wrongfully towards the other, fight that which acts wrongfully until it returns to Allah's command; then if it returns, make peace between them with justice and act equitably; indeed Allah loves those who act equitably.” (al-Hujurat, 49:9).

”فَأَصْلَحُوا بَيْنَهُمَا بِالْعَدْلِ وَأَقْسِطُوا إِنَّ اللَّهَ يُحِبُّ الْمُقْسِطِينَ

“make peace between them with justice and act equitably; indeed Allah loves those who act equitably.” (al-Hujurat, 49:9).

خُذِ الْعَفْوَ وَأْمُرْ بِالْعُرْفِ وَأَعْرِضْ عَنِ الْجَاهِلِينَ (١٩٩)

“adopt forgiveness, and command good, and turn away from the ignorant.”

In another verse, pious people are described as those, who pardon and forgive:

وَإِذَا خَاطَبَهُمُ الْجَاهِلُونَ قَالُوا سَلَامًا (٦٣)

“And when the ignorant address them (rudely), their only response is, 'Salaam' (i.e. a greeting of parting).”

“So fear Allah and adjust all matters of difference among you, and obey Allah and His Messenger (Muhammad), if you are believers” [al-Anfaal 8:1]

“There is no good in most of their secret talks save (in) him who orders Sadaqah (charity in Allah’s Cause), or Ma’roof (Islamic Monotheism and all the good and righteous deeds which Allah has ordained), or conciliation between mankind; and he who does this, seeking the good Pleasure of Allah, We shall give him a great reward” [al-Nisa’ 4:114]

5. Considering the above, the request by all parties is therefore allowed, and the terms submitted by consent are recorded in the following terms:

5.i. That without prejudice to the rights and contentions of all parties, every tenant/ Petitioner shall individually deposit, before the learned Executing Court at Tando Adam a lumpsum monthly rent of Rs.15,000/- each, on or before 20th day of each month, starting from 20th November 2025. Non payment of rent for any single month by a tenant shall be construed as “**Default**”.

5.ii. That the private owners/ Respondent shall be entitled to withdraw the above-referred amounts deposited by their respective tenants/ Petitioners, from the Court of the learned Executing Court, without requiring any No Objection from their respective tenants.

5.iii. That strictly subject to the deposit of regular monthly rent in compliance of clause 4.i. above, the learned Executing Court shall not execute the writ of possession, in the respective Execution Applications against the tenants/ petitioners.

Provided that in case of a decision in favour of private owners/ Respondent OR in case of **Default** in deposit of regular monthly rent by any tenant for any single month, the learned Executing Court shall immediately issue/ execute writ of possession against such tenant, in the respective Execution Application, without notice to such tenant/ Petitioner.

5.iv. That the above arrangement shall continue to remain in the field until the “Final Disposal” of the dispute involved in the said “**Reference(s)**” and in the said “**Appeals**” before the Chairman ETP Board, including its appeals/ Revisions/ Petitions etc., if any, until the stage of the Honourable Supreme Court.

5.v. That all respective parties shall be at liberty to challenge the decision by the Chairman in the said **Reference(s)** and the said **Appeals** under the ETP Act 1975.

5.vi. That the above arrangement shall not prejudice any rights or contentions of any of the parties in such proceedings; nor shall it be construed as an admission on part of any of the parties.

6. In view of the above terms and conditions jointly settled by the consent of all Advocates present, these 32 petitions, along with pending applications, are therefore disposed of in the above terms. The Office is directed to place a copy of this order in all the connected petitions.

7. Before parting with this Judgment, the sincere efforts by all learned counsel representing the private owners, the tenants and ETPB, for assisting this Court, are appreciated and commended by the Bench.

JUDGE