

*Order Sheet*  
IN THE HIGH COURT OF SINDH, KARACHI  
**FRA No. 22 of 2025**  
[Wajid Hussain Faruqi vs. Muhammad Ali Ansari]

| Date | Order with signature of Judge |
|------|-------------------------------|
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Hg/Priority.

1. For hearing of CMA No. 3669/2025.
2. For hearing of main case.

**18.09.2025.**

M/s. Mian Mushtaque Ahmed & Mian Ashfaque Ahmed, Advocate for the Appellant.

Mr. Mumtaz Ali Maitlo, Advocate for the Respondents.

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Through the present First Rent Appeal (FRA), the appellant has assailed the order dated **15.04.2025**, passed in Rent Case No. 08 of 2022 by the learned Additional Controller of Rents, Clifton Cantonment, Karachi, whereby the ejection application filed by the respondents was allowed and the appellant was directed to vacate the demised premises within thirty (30) days.

Learned counsel for the appellant, at the very outset, submits that the appellant is willing to vacate the demised premises but he seeks some reasonable time for the same. Learned counsel for the respondents, present in Court, has no objection to such a request. In this regard, they also file a **Joint Statement** today in the Court, which has been signed by the Appellant and the learned counsel appearing for the parties. The Statement is taken on the record. Accordingly, by consent, this FRA is disposed of in the following terms, which are mentioned in the said **Joint Statement**, and agreed upon by the parties.

- “1. The Appellant shall vacate the subject property bearing House No. 110, 29th Street, Khayaban-e-Rahat, Phase VI, DHA, Karachi by or before 31 December 2025, without any chance of any extension under any circumstances whatsoever and/or without the need of any further proceedings seeking eviction thereof.
2. The Appellant shall pay all utility bills till 31 December 2025, without any default and shall clear all utility bills before vacating the premises.
3. The Appellant shall return the subject premises in the same condition it was handed over to the Appellant at the time of starting of his erstwhile tenancy, subject to reasonable wear and tear.
4. The parties agree that the Nazir of this Honourable Court may be appointed from the date of this Order to inspect the property's condition and to oversee that all utility bills are duly paid and to

collect the rent of the subject premises till the date of vacating the premises by the Appellant i.e. 31 December 2025, at the cost of the Respondent. The Appellant further agree that he shall hand over peaceful vacant possession as well as the keys of the subject premises on 31 December 2025 to Nazir without fail. In case, the Appellant fails to handover peaceful vacant possession as well as the keys of the subject premises as above, the Nazir shall break open the locks and takeover the possession of the subject property on 01 January 2026, to which the Appellant shall have no objection whatsoever. Any loss of any nature whatsoever that may ensue as a result of such breaking open of locks and taking over possession of the subject property shall be waived and indemnified by the Appellant. The Appellant further agrees to forego any legal rights it may have against such breaking open and undertakes that he shall not take any actions or steps to delay his possession of the subject property beyond 31 December 2025.

5. Subject to strict adherence of each of the above conditions, the Respondent agrees to let the Appellant enjoy peaceful possession of the subject premises strictly till 31 December 2025, on humanitarian grounds based upon the Appellant's request.
6. The parties undertake to arrange a joint visit of the property along with the Nazir of this Honorable Court before 31 December 2025 to inspect the condition of the subject premises and to ensure that the premises is in the same condition as it was handed over to the Appellant by the Respondent. Subject to reasonable wear and tear and clearance of all dues including utility bills payable by the Appellant, the Respondent will hand over cheque equivalent to the amount of security deposit paid by the Appellant at the time of beginning of tenancy to the Nazir who will hand over the same to the Appellant. At the same time, the Appellant shall hand over the keys and peaceful possession of the subject premises to the Nazir, who will hand over the same to the Respondent. However, in case, the condition of the subject premises is not as it was handed over to the Appellant except reasonable wear and tear, the Respondent shall be entitled to deduct the appropriate amount which may be required to bring the subject premises in the condition satisfactory to the Respondent subject to reasonable wear and tear with the remaining amount to be paid to the Appellant.
7. The parties undertake absolute compliance of the terms contained herein and authorize their respective counsels to sign this statement/undertaking on their behalf and bind themselves by the terms hereof. The parties further waive their rights to object to disposal of the instant appeal in the above terms by the terms hereof”.

As requested by both the parties, the Nazir of this Court is appointed as Commissioner in the matter to act in accordance with the law in light of the terms (4) & (6), mentioned hereinabove. Nazir's fee is fixed at Rs.1,00,000/- to be borne by the respondent.

Appeal stands disposed of a/w pending application(s).

JUDGE