

Order Sheet
IN THE HIGH COURT OF SINDH KARACHI
CP No.S-637 of 2025
[Mehtabuddin v. Adeeb Ahmed and 2 others]

Date	Order with signature(s) of Judge(s)
------	-------------------------------------

1. For orders on CMA No.8099/2025
2. For hearing of CMA No.5078/2025
3. For hearing of main case

09.02.2026

Mr. Mehmood Hussain, advocate for the petitioner
Mr. Muhammad Adeel, advocate for the respondent

ORDER

Nisar Ahmed Bhanbhro, J. This petition is directed against the concurrent findings of the Courts below, whereby Rent Case No. 402 of 2022 filed by the landlord vide Order dated 10.01.2025 was allowed by IIIrd Rent Controller Karachi Central (*re-Adeeb Ahmed v. Mehtabuddin*) on the ground of personal bonafide need and default in payment of rent and on appeal above order was maintained by learned Additional District Judge-IV Karachi Central in First Rent Appeal No.33 of 2025 vide judgment dated 08.07.2025.

2. Learned counsel for the petitioner contends that there existed no tenancy relationship between the parties as the petitioner had purchased the demised premises from the original owner in a sale consideration of Rs. 20,00,000/- which were paid to the original owner in the year 1998. He further contends that the Courts below failed to appreciate the evidence on record and allowed ejectment application which requires indulgence of this Court. He lastly prayed to allow this petition.

3. Learned counsel for the respondent argues that the tenancy relationship between the parties stands admitted even the default in payment of rent has not been denied and demised premises are required for personal bonafide need of the petitioner. He prayed for dismissal of the petition.

4. Heard arguments and perused the material available on record.

5. From scanning of the material available on record, it transpires that the demised premises were rented out to the petitioner by late father of the respondent and later on the said premises were gifted to the respondent in

the year 2010. The original owner as per the information available on record has passed away. In reply to Para No. 3 of the ejectment application, the petitioner has admitted the tenancy relationship with the father of the respondent, however, his contention was that out of the three rooms, two rooms were purchased through an agreement to sale, whereas he was paying the rent for third room. For the sake of convenience, Para 3 of the written statement is reproduced below:

"3. That the contents of Para No.2 of the plaint are denied, it is submitted that the property bearing Room Nos. 3, 4 & 5 on first floor, constructed on leasehold plot of land bearing Ground contracted thereon bearing No.133-A, Group No.2 measuring 66.66 square yards, situated at Commercial Area, Liaquatabad, Karachi was registered in the name of applicant's father and he rented out the premises to the opponent on dated: 12.04.1995 against the monthly rent of Rs.400/- per room and the opponent also paid advance / pagri money Rs.12,00,000/-, thereafter dated: on of 05.03.1998 another amount Rs.800,000/- paid by the opponent and consequently entered into Sale Agreement dated: 05.03.1998 in respect of Room No.3 & 4 and as per agreement the amount of pagri/advance Rs.12,00,000/- was adjusted in sale price and as such the total price of two rooms paid by the opponent comes in total Rs.20,00,000/- and so far Room No.5 is concerned, the opponent regularly paying the monthly rent is in respect thereof."

6. It can be evinced from the perusal of the above para that the tenancy between the parties is not denied. Even if after the passage of time, the ownership of the property was changed by gift deed and the petitioner was not given any notice, the filing of the rent case was sufficient notice under Section 18 of the Sindh Rented Premises Ordinance, 1979. The petitioner was under obligation to make good in default which he failed and contrary to that petitioner took a plea that he was owner of the demised premises. It is also a matter of record that after the institution of the rent case, the petitioner has filed a suit for Specific Performance which is pending adjudication before the concerned Court. Mere filing of a Suit for Specific Performance will not tantamount to the denial of the ownership rights of the party who otherwise was found having a valid title in the demised premises.

7. From perusal of the evidence on record, it can be safely held that the learned Court below rightly resolved that the petitioner was defaulter in payment of rent and the demised premises were required by the respondent for personal bonafide need as such no perversity or illegality has been

pointed out in the concurrent findings of the facts rendered by the Courts below requiring inference by this court.

8. In the wake of the above discussion, this petition fails and is accordingly dismissed. Office to send a copy of this order to the learned trial Court for compliance.

JUDGE

Nadir/PS*

Approved for reporting