

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

Date	Order with Signature of Judge
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C.P. No.S-217 of 2020

Farouk Kassamally *Petitioner*

Versus

M/s. UBL and others *Respondents*

C.P. No.S-575 of 2020

M/s. United Bank Limited..... *Petitioner*

Versus

Farouk Kassamally and others..... *Respondents*

Date of hearing : 16.05.2025

Date of judgment : 16.05.2025

Mr. F. M. Jawaid, Advocate for the Petitioner in C.P.No.S-217/2020
and for Respondent No.1 in C.P.No.S-575/2020.

Mr. Afaq Ahmed, Advocate for the Petitioner in C.P.No.S-
575/2020 and for Respondent in C.P.No.S-217/2020.

JUDGEMENT

MUHAMMAD JAFFER RAZA.J: - Instant petitions have been filed impugning the judgment dated 08.01.2020 passed in FRA No.128/2019. The brief facts of the case are that the Respondent No.1 in C.P.No.S-217/2020 and the Petitioner in C.P.No.S-575/2020 filed Rent Case under Section 8 of the Sindh Rented Premises Ordinance, 1979, (“SRPO”) bearing Rent Case No.352/2017. The said rent case was dismissed vide order dated 04.03.2019. Subsequently, the above noted FRA was preferred by the Respondent No.1 in C.P.No. S-217/2020 and the same was allowed. Fair rent was fixed at Rs.21,500/- from the month of February, 2020.

2. Learned counsel for the Petitioner in C.P.No.S-217/2020 has argued that the Respondent No.1 miserably failed to prove his case and the bare perusal of the cross examination of the said Respondent would reveal that none of the factors

enumerated in Section 8 of the SRPO have been proved by Respondent No.1. He has further argued that he has been a tenant in the respective tenement since 1973 and he is willing to enhance the rent, from the current sum of Rs.300 per month, as long as same is reasonable.

3. Conversely, learned counsel for the Respondent No.1 in C.P.No. S-217/2020 has argued that his case was established under Section 8 of the SRPO, and atleast one of the grounds for enhancement of rent was successfully established before Rent Controller. He has further argued that the Rent Controller has erred in law by dismissing the application and it is a settled principle of law that even one of the grounds is successfully proved the landlord is entitled for enhancement of rent. Further he has argued that the fixation of rent @ Rs.21,500/- in the Impugned judgment is not reflective of the value of the tenement in question as the same is used for the purposes of a shop. He has lastly prayed that the fair rent for a similar tenement is between Rs.45,000/- to Rs.50,000/- per month.

4. I have heard both the learned counsels for the parties and examined the record with their assistance. I agree with the contention of the learned counsel for the Respondent No.1 and hold that even one ground is specifically taken and proved before the Rent Controller, under Section 8 of the SRPO, application of fair rent can be allowed. However, the burden of the same is on the party who files the said application. Perusal of the cross examination of the Respondent No.1 reveals that the Respondent No.1 miserably failed to establish the factors enumerated under Section 8 of the SRPO. Relevant parts of the cross examination are reproduced below: -

“It is fact that the subject premises is situated in the building, which was constructed in the year 1968. It is fact that 56 Flats and 20 shops are situated in the subject building. It is fact that the opponent is residing in the subject flat as a tenant since 1988. It is fact that UBL Bank has not made any renovation or maintenance of subject premises since 1988.”

“It is fact that the bills and challans which I have produced pertains to whole building but not for a single flat. It is fact that the tenant has to pay all utility charges and water conservancy charges according to tenancy agreement.”

“It is fact that I have not produced any rent receipt or tenancy agreement of adjacent similar property to ascertain about the rent of same area presently.”

5. Further, the rent receipt furnished for Rs.43,000/- and other documents exhibited by the Respondent No.1 were not corroborated by examining the authors of those respective documents. Further no independent evidence was brought to prove the said enhancement. However, whilst hearing the instant matter, learned counsel for the Petitioner conceded to the proposition that the rent which was being paid currently does not reflect the rental value of the tenement. He has further stated that he is willing to pay Rs.15,000/- per month from February, 2020. This offer was extended to the learned counsel for the Respondent, who did not concede to the said proposal as he had no instructions in this regard. Having regard to the facts and circumstances of the case, I find proposal advanced by the learned counsel for Petitioner as reasonable as the same was made in the presence of the Petitioner, who is present today. Accordingly, instant petitions are disposed of and the fair rent is fixed @ Rs.15,000/- per month from February, 2020 with enhancement of 10% per annum after the expiry of first three years. It is specified that the fixation of rent vide the instant order shall have no bearing on any other tenement.

Both the petitions stand disposed of in the above terms along with all pending application(s)

Judge

Nadeem