

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

C.P. D-4568 of 2025

DATE	ORDER WITH SIGNATURE OF JUDGE
------	-------------------------------

- 1. For orders on office objection.
- 2. For orders on CMA 20028/2025.
- 3. For hearing of CMA 19028/2025.
- 4. For hearing of CMA 20080/2025.
- 5. For hearing of main case.

04.11.2025

Mr. Ahsan Shafique, advocate holds brief for Mr. Salahuddin Ahmed, advocate for the petitioner.
Mr. Faiz Mehmood Durrani, advocate for respondent No.6.
Mr. Muhammad Umar Lakhani, advocate for respondent No.7.
Messrs. M. Ahmed Masood and Adil Channa, advocates for the applicant/intervener.
Mr. Naeem Ahmed Talpur, Addl. Advocate General, Sindh.

Learned counsel for respondent states that this Petition is not maintainable and relies upon paragraph 3 & 4 of the judgment reported as 2017 CLC 966 Sindh, which reads as follows:

- “3. It is well settled that 'license' is a personal privilege to do some particular act or series of acts on the land without possessing any estate or interest therein, and is ordinarily revocable at the will of the licensor and is not assignable. Thus, a license is not a contract between the licensor and licensee but a mere personal permit therefore a license is distinguishable from an 'easement' which implies an interest in the land and a "lease" or right to take the profits of land. Whereas a legal right in its strict sense is one which is an ascertainable claim, enforceable before Courts and administrative agencies. In its widest sense, a legal right has to be understood as any advantage or benefit conferred upon the person by a rule of law. Thus, license with respect to property is a privilege to go on premises for a certain purpose, but does not operate to confer on, or vest in, licensee any title, interest, or estate in such property. Reliance is placed on the case of Zafar Ali v. The State (2008 YLR 2071).
4. From the perusal of the petition, it is also transpired that the petitioner raised disputed question of fact which even otherwise can not be decided in this extraordinary jurisdiction which is intended primarily, for providing an expeditious remedy in a case where the illegality of the impugned action of an executive or other authority can be established without any elaborate enquiry into complicated or disputed facts. Controverted questions of fact, adjudication on which is possible only after obtaining all types of evidence in power and possession of parties can be determined only by courts having plenary jurisdiction in matter and on such ground constitutional petition is incompetent. Reliance is placed on the case of Anjuman Fruit Arhtian and others v. Deputy Commissioner, Faisalabad and others (2011 SCMR 279).”

He also relies upon judgment reported as PLD 2002 Karachi 83, which reads as follows:

“It would be seen that the controversy between the parties is that on the one hand, the appellant has disputed the cancellation of the Licence Agreement being an alleged arbitrary, mala fide and discriminatory exercise whereas on the other hand, the respondent has denied this claiming the right to cancel the Agreement in terms of powers derived from the Agreement itself as well as being in the public interest. The legal position regarding the rights and obligations of a licensee is well-settled inasmuch as a licence does not contemplate a transfer of interest in property and it is purely a permissible right which is at the behest of the grantor. This position is in contradistinction to a lease whereby there is a transfer of interest and an exclusive right to possession is granted. This would therefore mean that a licensee holds the licensed property purely at the behest of the grantor which can at any stage be revoked in which event the licensee's only remedy would be a suit for damages, as specific performance or other equitable relief would not be permissible in the circumstances of the case. The above formulation of law finds full support in the Easements Act itself section 60 of which allows the revocation of a licensee unless it is coupled with a transfer of property of the licensee has executed works of a permanent character in the licensed premises. Further sections 63 and 64 of the said Act provides for the consequences of such revocation viz. reasonable time to the licensee for vacation of the property and his right to recover compensation for damages etc. as result of such eviction. In these circumstances, therefore, a suit for specific performance would not be maintainable as laid down by the Honourable Supreme Court long ago in *M.A. Nasir v. Chairman, Pakistan Eastern Railways* and endorsed by the superior Courts from time to time viz., in *Royal Foreign Currency Exchange v. Civil Aviation Authority*, *Zaidi's Enterprises v. Civil Aviation Authority* (supra) etc.”

Despite interim orders are operating and fix date having been given in the presence of learned counsel for the petitioner, today merely a brief is being held and adjournment has been sought. This Petition is dismissed in non-prosecution along with pending application(s).

Judge

Judge