

5. Having heard the learned counsels / parties and gone through the record, the subject agreement is the matter seems to be agreement pertaining to co-ownership in which numerous promises have been made between the parties and same were not dependent on the parties directly themselves. The learned trial Court had considered the matter of limitation only and dismissed the suit on account of three days' delay, however, the learned appellate Court was further pleased to quote provision of the agreement and determined the same as unenforceable. The numerous intricate element present in the agreement, prima facie, are not liable to be considered by the Civil Court on account of never ending contestation as to the intricate details required thereof. The parties to the proceedings specially who are inter se real brothers between themselves may have their own understanding of right or wrong, but the Court has to look into the element of right and wrong in accordance with law, and cannot be extended to the intricate details as a clear decision based upon sound reasoning is required to determine controversy/ies before it.

In the present circumstances, I do not find any irregularity and/or illegality in the impugned judgments, and accordingly the revision application stands **dismissed**.

J U D G E

Abdul Basit