

IN THE HIGH COURT OF SINDH, KARACHI

C.P. No.S-1945 of 2015
alongwith connected
C.Ps. Nos.S-1946 to S-1955 of 2015

Date Order with Signature(s) of Judge(s)

Present: **Abdul Maalik Gaddi, J.**

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| 1. For hearing of CMA No.4140/2016 | |
| 2. For orders on CMA No.1688/2016 | |
| 3. For orders on CMA No.1689/2016 | |
| 4. For orders on CMA No.7926/2015 | |
| 5. For orders on CMA No.7927/2015 | |
| 6. For orders on CMA No.7928/2015 | |
| <u>7. For hearing of main case</u> | Same applications with different CMA numbers are filed in connected petitions. |

Dates of hearing : 08.06.2016 & 09.06.2016

Date of Judgment : 15.06.2016

Counsel for Petitioner
(in respective petitions):

Mr. Nazar Iqbal

Counsel for Respondent No.1:

Mr. Mehmood Anwar Hussain Baloch

J U D G M E N T

Abdul Maalik Gaddi, J. – Through this common judgment, I intend to dispose of the captioned constitution petitions, as these petitions relate to same subject matter involving common question of law and facts.

2. Through these petitions the petitioners are aggrieved by the judgment dated 29.09.2015 passed by the learned VIth Additional District & Sessions Judge, Karachi (South), whereby she dismissed the First Rent Appeals No.07/2012 to 17/2012, filed by the petitioners against the order dated 22.11.2011, passed by the

learned VIth Rent Controller Karachi (South) allowing the ejectment applications filed by the respondent No.1 and ordering the ejectment of the petitioners from the demised premises. Hence, the petitioners have filed instant petitions with the following prayers:-

1. That this Hon'ble Court may kindly be passed order that the relationship of landlord and tenant does not exist between the parties and rent controller/appellate court have failed to call the documents from the respondent No.1 and also failed to compliance the requisition of application under Section 2(f) amended under Section 20(a)(9b) of SRPO, 1979.
2. That this Hon'ble Court may kindly be pass order that the lease agreement executed between the Appellant and CDGK is genuine and in absence of any title documents in possession of the respondent the premises in question is in possession of the petitioner and respondent No.1 having no legal status in respect of the premises bearing No.MR-3/33-34.
3. That this Hon'ble Court may kindly be pass order that the General Power of Attorney have seized by the competent court of law and cannot intact by the Resolution passed by the respondent No.1 and all the proceedings including rent case initiating on the basis of said general power of attorney are null and void in the eye of law.
4. That this Hon'ble Court may please be set-aside/recall order dated 22.11.2011 & 29.09.2015 passed by the VIth Rent Controller South & VIth Addl. District Judge (South) Karachi henceforth after hearing of the Const. Petition and perusal of the records and may kindly be call R&P of the case.
5. To call record/documents, allotment order from respondent No.4 & 5 in respect of property in question

issued to the respondent No.1 from the date of cutting of the said plot and/or approved of Map Plan in KMC from beginning till today and in case of absence of title documents/allotment order may please be operate the under Section 2(f) R/W Section 20(a)(b) of SRPO 1979 with its original spirit and declare that the respondent No. having no legal status as per guide line of U/S. 2(f) R/W Section 20(a)(b) of SRPO 1979 and lease of the plot in favour of the Petitioner is given a per Gazette notification of Govt. of Sindh issued by the competent authority respondent No.4 & 5 per their status.

6. That this Hon'ble Court may graciously be please to direct the VIth Rent Controller not entertain execution and/or stop the proceedings of Execution Application No. filed by the respondent No.1 in regard of rent case before the VIth Rent Controller (South), Karachi.

3. Brief facts necessary for disposal of the instant petitions as alleged in the rent applications are that the respondent No.1 is the owner/landlord of the building known as Akhwan Centre, constructed on Plot No.MR-3/33-34, Suleman Street, Bombay Bazar, Karachi whereas the petitioners are tenants of different shops in said building on monthly rent of Rs.135/- per month. On 09.01.1999, Managing Committee of the said Anjuman passed Resolution appointing Usman Ebrahim as attorney as such general power of attorney was executed and duly registered on behalf of the respondent No.1 to do all acts, deeds and things in respect of the said building constructed on the said plot. After the death of the President Nabi Bux, the said general power of attorney was unanimously confirmed and Usman Ebrahim had been authorized to continue to do all acts, deeds and things in the interest of the respondent No.1. The attorney of the respondent No.1 served

notices upon the petitioners and asked them to pay the rent of the demised premises to him. The petitioners without the permission of the landlord/owner in some cases has sublet the said shops to other persons as well as made alterations and additions so also failed to pay the rent of the demised shops despite of notice dated 02.02.2002 and deposited the same in the Court till 06.05.2002 in MRC without remitting it to the respondent No.1 or his attorney. The petitioners in collusion with other shopkeepers formed all shopkeepers Akhwan Centre Association and by fraud and misrepresentation obtained lease of the Plot No.MR-3/33-34, of the demised shops. The respondent No.1 through his attorney challenged the said lease granted to the Association in the High Court of Sindh through Constitution Petition No.D-1201 of 2004, (Re: Anjuman Jamiat-ul-Ikhwan vs. KBCA and others), which was allowed and said lease deed were set-aside. Hence, these rent cases were filed.

4. The petitioners contested the eviction applications by filing their written statements in their respective cases, wherein they have denied the allegations leveled against them. The petitioners averred that general power of attorney of Mr. Usman Ebrahim given by one Mr. Nabi Bux in his favour has already been declared as cancelled by the competent Court of law; that neither the respondent No.1 is the owner nor landlord of the building in which demised shops are situated but in order to save their skin from the clutches of default, the rent was being deposited in account of Jamiat-ul-Akhwan by them; that their Association, Registration No.0142 has leased hold rights over the demised premises and

have also approved plan of the whole plot of land from KBCA. Lastly, they have prayed that rent applications be dismissed.

5. It appears from the record that initially the petitioners were failed to comply the order passed by the trial Court on Applications under Section 16(1) of SRPO, 1979, filed by respondent No.1, therefore, their defense were struck off vide order dated 31.10.2008 passed on Applications under Section 16(2) of SRPO, 1979. Then the petitioners preferred FRAs respectively against the order dated 31.10.2008 but the same were dismissed by the First Appellate Court and, thereafter, petitioners filed Constitution Petitions before this Court which was allowed and cases were remanded back to the trial Court to decide the relationship of landlord and tenants between the parties.

6. On the basis of the pleadings of the parties, the following issues were framed by the trial Court.

- i. Whether there is no relationship of land lord and tenant between the parties?
- ii. What should the judgment be?

7. In order to prove its case, respondent No.1 filed affidavit-in-evidence of their attorney namely Usman Ebrahim and Nasir Memon, Member of Executive Committee of the respondent, who produced innumerable documents inclusive of certified copy of the order in C.P. No.D-1201/2004 as Ex.A/6 in favour of respondent No.1, the tenants who challenged the order in Civil Petition No.339/2006 before the Hon'ble Supreme Court of Pakistan, which was dismissed vide Ex.A/7 and the Review Petition bearing No.195/2006 at Ex.A/8 and also produced certified copy of MRCs

in which opponents admitted to be tenant of the respondent No.1 at Ex.A/9 and Ex.A/10, the witness Nasir Memon produced certificate of change of elected cabinet of Anjuman Jamiat-ul-Akhwan for the year 2004 to 2007 at Ex.A/11 and certificate issued by the Provincial Assistant Registrar as Ex.A/12. Both the aforesaid witnesses were cross examined at length by the tenants. Thereafter, the side of respondent No.1 was closed. From the side of the opponent (petitioners) only their attorney Zaheeruddin was examined. He has produced document viz. photocopy of special power of attorney, MRC order dated 29.04.2009, four paid challans, notification dated 19.03.2002, Nazim letter dated 06.05.2002, lease agreement dated 21.05.2003 and order passed by the Hon'ble Supreme Court at Ex.O/1 to Ex.O/10. This witness was cross examined by the respondent and then petitioners have closed their sides.

8. After hearing the learned counsel for the parties, the learned VIth Rent Controller Karachi (South) after considering the evidence and documents on record, allowed the ejectment applications filed by the respondent No.1, which was subsequently on appeal filed by the petitioners were maintained by the First Appellate Court.

9. I have heard learned counsel for the parties at length, perused the evidence and relevant documents on record so also considered the written arguments filed by the parties counsel.

10. It is contended by the learned counsel for petitioners that both the Courts below have passed the orders without appreciating the material placed on record. According to him, there exists no relationship of landlord and tenants between petitioners and the

respondent No.1; that general power of attorney of Usman Ebrahim given by Mr. Nabi Bux in his favour has already been declared as cancelled by the competent Court of law; that neither the respondent No.1 is the owner nor the landlord of the building in which demised shops are situated; that the petitioners have continuously moved applications before the trial Court as well as the appellate Court that the respondent No.1 having no any title documents in respect of demised premises in question but this aspect has been ignored by the Courts below as such he was of the view that the respondent No.1 is not the owner of the premises in question; that it is a matter of fact that the demised premises belong from KMC and KMC executed lease deed in favour of the petitioners, lease agreement is also placed on page No.105 to the petition and regularization of the attorney of the petitioners namely Zaheeruddin; that both Courts below have failed to consider that the order in C.P. No.D-1201/2004 was challenged by the petitioners before the Hon'ble Supreme Court of Pakistan and in Review Petition No.195/2006, Hon'ble Supreme Court has passed order that C.P. No.D-1201/2004 be decided with Suit No.1206/2006 which is pending adjudication before this Court, therefore, according to him, the order passed in C.P. No.D-1201/2004 has not attained finality, therefore, the impugned orders are not sustainable in the eye of law. In support of his arguments, he has also reiterated the same facts and grounds, which he has mentioned in his written arguments alongwith case laws. The case law relied by the counsel for the petitioners in support of his arguments are as under:-

- i. Syed Ghulam Hyder Shah alias Umaz Shah and 4 others ...vs... Mst. Bibi Amirunnissa and 4 others reported in PLD 2011 Karachi 183.

- ii. Usman Pirzada ...vs... The Additional District & Sessions Judge, Lahore and 7 others reported in 1985 MLD 549.
- iii. Mst. Ashraf Begum ...vs... Sh. Muhammad Siddique and another reported in 1986 SCMR 187.
- iv. Muhammad Yousuf ...vs... Alaf Din reported in 1985 SCMR 458.
- v. Syed Mehmood Hussain ...vs... Raza Shah and 2 others reported in 2006 CLC 629.
- vi. Mst. Anis Bano and 3 others ...vs... Mst. Rabia reported in 1987 CLC 775.
- vii. Habib Bank Limited ...vs... Zelins Limited and another reported in 2000 SCMR 472.
- viii. Muhammad Kashif Kamal Siddiqui ...vs... Mirza Farooq Baig reported in 1990 MLD 1009.
- ix. Abdul Hameed Naz and 7 others ...vs... Mst. Razia Begum and 4 others reported in 1991 SCMR 1530.
- x. Rehmatullah ...vs... Ali Muhammad and another reported in 1983 SCMR 1064.
- xi. Hakim Ali ...vs... Muhammad Salim and another reported in 1992 SCMR 46.
- xii. Messrs Firdous Carpet (Pvt.) Ltd. ...vs... Moti-ur-Rehman and another reported in 2001 YLR 1339.

11. Conversely, learned counsel for the respondent No.1 has supported the orders passed by the two Courts below and has argued that he has proved the relationship between the petitioners and respondent No.1 through evidence and documents on record. He has further submitted that the respondent No.1 is the owner of the premises in question and this fact has been acknowledged in the order passed in C.P. No.D-1201/2004 filed by the respondent No.1, wherein the attorney of the petitioners were also the respondents No.6 and 12 as party, which petition was allowed in favour of respondent No.1 by cancelling the lease in favour of the petitioners of the demised premises and declaring the respondent No.1 as owner, which order was challenged by the petitioners

before the Hon'ble Supreme Court, which was maintained. He further submitted that admittedly, the petitioners used to pay the rent to the respondent No.1 directly through the attorney and thereafter, some time they have started deposited rent in MRCs in Court but subsequently, stopped the payment of rent with wrong impression that the respondent No.1 is neither owner of the premises in question nor the landlord, which impression was wrong with the view that once the petitioners have accepted the respondent No.1 as landlord, they could not stopped the payment of rent and further they could not challenge the title of respondent No.1, as such he was of the view that both the Courts below have addressed all the points involved in this case and passed the impugned judgment, which are in accordance with law. In support of his arguments, learned counsel for respondent No.1 has relied upon the following case laws:-

- i. 2010 SCMR 1925 (Re: Shakeel Ahmed and another ..vs.. Muhammad Tariq Farogh and others)
- ii. 2011 SCMR 290 (Re: Bashir Ahmed ..vs.. Messrs Roots School Network through Administrator/owner & others)
- iii. 1993 CLC 2511 (Re: Syed Khursheed Ali Jaffery ..vs.. Jamiluddin Siddiqui)

12. From the pleadings of the parties and documents on record, it appears that there is a dispute in between the parties with regard to relationship of landlord and tenant in between them as such trial Court has framed the following issue, which reads as under:-

- i. Whether there is no relationship of landlord and tenant between the parties?

To prove this point the burden lies upon the shoulders of the petitioners. In support of their pleadings, they filed similar type of affidavits-in-evidence with similar exaggeration through their attorney namely Zaheeruddin in all cases. According to them, they are not the tenant of the respondent No.1 and there is no such relationship, they have got lease deed in their favour, the power of attorney of respondent No.1's side was cancelled in Suit No.883/2001 by the Court of learned Senior Civil Judge, Karachi (South). He further averred that they are depositing the rent in MRC just to save the skin and consequences accrued as per law of Sindh Rented Premises Ordinance, 1979, their Suit No.1206/2006 is pending before the High Court, unless the same is decided, the respondent No.1 cannot claimed the ownership of the demised premises.

13. From the side of the respondent No.1, they filed affidavit-in-evidence of their attorney namely Usman Ebrahim and Nasir Memon, Member of Executive Committee of the respondent No.1, who produced innumerable documents inclusive of certified copy of order dated 03.02.2006 in C.P. No.D-1201/2004 at Ex.A/6, wherein the lease already granted in favour of the petitioner was cancelled and respondent No.1 was declared owner of the premises in question. The tenants who challenged the said order in Civil Petition No.339/2006 before the Hon'ble Supreme Court of Pakistan, which was dismissed and the Review Petition bearing No.195/2006 was also dismissed. Attorney of respondent No.1 has also filed certified copy of MRCs in which the petitioners' attorney admitted to be tenant of the respondent No.1 as Ex.A/9 and Ex.A/10. The witness Nasir Memon produced certificate of change

of elected cabinet Anjuman Jamiat-ul-Akhwan for the year 2004 to 2007 at Ex.A/11 and certificate issued by Provincial Assistant Registrar as Ex.A/12. Both the aforesaid witnesses were cross examined at length but their testimony could not be slackened. As observed above, on behalf of the petitioners, only their attorney namely Zaheeruddin has filed his affidavit-in-evidence, who was cross examined by the respondent No.1 in which he has admitted certain claims of the respondent No.1. For the sake of convenience, it would be proper to reproduce his cross examination, which reads as under:-

“It is a fact that applicant used to issue the rent receipt of the rent paid to him by the opponent. It is a fact we used to deposit the rent in the MRC. It is a fact I have mentioned in MRC that we are the tenant of the applicant by enclosing the rent receipts. It is incorrect to suggest that we are still depositing the rent in MRC. Vol. says after the lease agreement we have stopped the same. We are not the tenant of the applicant; hence, we had no concern with their management. It is a fact our lease agreement was cancelled by the Hon’ble High Court in C.P. No.D-1201/2004 on 03.02.2006. Vol. says we challenged said order before the Hon’ble Supreme Court of Pakistan and matter was remanded to the Hon’ble High Court, where it is still pending. It is incorrect to suggest that Hon’ble Supreme Court of Pakistan had not remanded the matter but dismissed the same. It is incorrect to suggest that the review preferred on the same was also dismissed. It is fact our Suit No.1206/2006 for declaration of lease agreement was filed by us before Hon’ble High Court. It is incorrect to suggest that our suit has also been dismissed for non-prosecution on 17.03.2011 by the Hon’ble High Court.”

14. From the perusal of the above admission, it is crystal clear that the petitioners were put into possession by the respondent No.1. The premises were let out by the respondent No.1 to the petitioners and the rent were being paid by the petitioners, but as per record in the year 1998, they started to deposit rent in MRCs, thereafter, since, 05.06.2002, they remained failed to deposit the rent in MRCs. Petitioners have claimed that they are the owners and lease had been issued by the department concerned but on perusal of record, it reveals that alleged lease in favour of the petitioners has already been cancelled by this Court in C.P. No.D-1201/2004 vide order dated 03.02.2006 and that order was maintained up to the level of Hon'ble Supreme Court. I have gone through the evidence of the Zaheeruddin, attorney of the petitioners and have also gone through the Article 115 of the Qanoon-e-Shahadat Order, 1984. For the sake of convenience, it would be proper to reproduce the said Article which is very relevant in the present circumstances of the case, which reads as under:-

“115. Estoppel of tenant and of licensee of person in possession – *No tenant of immovable property or person claiming through such tenant, shall, during continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property; and no person who came upon any immovable property by the license of the person in possession thereof shall be permitted to deny that such person had a title to such possession at the time when such license was given.”*

From the perusal of the evidence of attorney of the petitioners namely Zaheeruddin as well as Article 115 of the Qanoon-e-

Shahadat Order, 1984, it become quite clear that there exists relationship of landlord and tenants between the petitioners and respondent No.1 on account of admission of attorney of petitioners regarding their status of tenants by paying of rent in favour of respondent No.1.

15. It is settled principle of law that once person accept another as his landlord and enters into possession of the premises, he cannot be allowed to challenged title of his landlord and in this respect, I am fortified with the case of **Kalimullah ..vs.. Amin Hazin and others** reported in 1975 SCMR 77. I have also gone through the case of **Mst. Seema Begum ..vs.. Muhammad Ishaq and others** reported in PLD 2009 SC 45. In this case law, it has been held as under:-

“...It is also settled proposition of law that once a person acknowledges himself to be a tenant of landlord, the principle of estoppel as enunciated in Article 115 of the Qanoon-e-Shahadat Order, 1984 would come into play, debarring such tenant to deny the title of his landlord.”

16. It is contended by the learned counsel for the petitioners that respondent No.1 is not the owner of the property as defined in Section 2(f) of Sindh Rented Premises Ordinance, 1979. Reverting to the contention as raised by the counsel for the petitioners, it would be appropriate to reproduce the definition as mentioned in Section 2(f) of SRPO, 1979 which reads as under:-

“2(f) “Landlord” means the owner of the premises and includes a person who is for the time being authorized or entitled to receive rent in respect of such premises.”

According to the above provision of law, landlord means a person who is for the time being authorized or entitled to receive rent come within the meaning of landlord, in the present case, admittedly, the petitioners used to pay the rent to the respondent No.1 as landlord and also deposited the rent in MRCs in his name, therefore, in the circumstances, there is no force in the arguments of the learned counsel for the petitioners in this regard.

17. So far as the another contention of the petitioners regarding pendency of the suit is concerned, mere pendency of suit in Court cannot defeat prima facie established title for purpose of cases under Sindh Rented Premises Ordinance, 1979. The claim of the petitioners regarding their ownership were on the basis of lease agreement issued by CDGK but the said lease agreement of the petitioners have already been cancelled by this Court in C.P. No.D-1201/2004 vide Order dated 03.02.2006, the operative part of the said order is reproduced here as under for ready reference:-

“In view of the foregoing discussion, record of the case further reflects that there will be no cavil to the proposition that the tenant obtaining possession of property is deemed to obtain it upon the terms that he will not dispute the title of his landlord who give it to him and without whose permission he would not have got it.

The fact that disputed property is still in the name of the petitioners has also not been disputed by the City Government in its comments filed to this petition. Though in context to regularization of disputed property in favour of the respondents No.6 to 13 they had given a brief history of case but not a single document has been placed on record to show that at any stage from 1951 to

date that regularization or allotment in favour of the petitioners was ever cancelled by any competent authority leaving a room to the respondents No.1 to 5 to again issue a regularization letter of property in favour of the respondent No.6. Even respondents No.6 to 13 except verbal assertion that lease has been cancelled from the name of petitioners have not placed any order of such cancellation.

While objecting the regularization of premises in question in favour of respondents No.6 to 13, it has rightly been pointed by learned counsel for petitioners that even if for argument sake it is taken that respondents No.1 to 5 were justified in regularizing premises in question in favour of respondents No.6, then at least being an existing allottee they had a right of notice and opportunity of hearing. Yet the record is silent on the point nor it is pleaded by respondents No.1 to 5 or even respondent No.6 that any such notice of cancellation of allotment of disputed property from the name of the petitioners or re-allotment in favour of respondent No.6 was ever issued to the petitioners by the concerned department.

The upshot of above discussion is that we find no substance in the defence pleaded by the respondents and as all the parties on record have placed substantial documents on record in support of their respective cases and have also advanced their argument in full, therefore, we allow and finally dispose of this petition at the stage of katcha peshi.”

It appears from the record that though the above order was challenged by the petitioners before Hon'ble Supreme Court by filing Civil Petition No.339/2006 and Review Petition bearing No.195/2006, which were dismissed, therefore, under the circumstances, the order passed in C.P. No.D-1201/2004 has attained finality.

18. It is pertinent to mention here that in these petitions, the petitioners have surprisingly arrayed the Administrator KMC, Karachi and DMC South as respondents No.4 and 5 without prior permission of this Court. These respondents were not party before trial Court, therefore, they cannot be arrayed as party at this stage in these proceedings. In this respect, I am supported with the case of **Muhammad Qasim ..vs... VIth Additional District & Sessions Judge, Karachi (Central) and 2 others** reported in **2008 CLC 446**. In this case law, it has been held that appellant/petitioners could not add, alter or delete any party from proceedings as per his whim and wish.

19. I have gone through the Resolution passed by Anjuman Jamiat-ul-Akhwan dated 24.01.2014 available on record reveals that after the death of Nabi Bux, the said Anjuman through its Resolution, confirmed and rectified that whatever acts, deeds and things were done or cause to be done for the Anjuman in connection with the said property of the Anjuman by virtue of the said powers given, shall be acts done by them. Therefore, the plea as raised by the petitioners with regard to non-existence of power of attorney in favour of the Usman Ebrahim has no basis. In this respect, I am supported with the case of **Syed Khursheed Ali Jaffery ..vs.. Jamiluddin Siddiqui** reported in **1993 CLC 2511**. In this case law, it has been held as under:-

“Power of attorney having been authenticated by a notary public, Court would presume its authenticity—Burden of proof would lie on the person who disputes genuineness thereof—Even oral authorization would be sufficient to enable the agent to institute legal

proceedings on behalf of his principal---Principal himself, however, could challenge execution of power of attorney in favour of his agent.”

20. It is also argued by the learned counsel for the petitioners that the learned two Courts below have not properly appreciated the evidence. In this regard, I am of the considered view that question pertaining to appreciation of facts cannot be resorted to in exercise of constitutional jurisdiction for the simple reason that in doing so the petition shall be converted into a revision or second appeal and the very purpose of abolishing the second appeal and restricting the finality pertaining to the rent matters to first appeal shall stand frustrated. A writ petition is not a substitute either of a revision or a second appeal and the petition shall be entertained, if a case is made out to the effect that the rent controller and first appellate authority have made an order palpably without jurisdiction or there is a case of lack of jurisdiction or findings is so perverse, that it is not sustainable on the established principle of the appreciation of the evidence, or any specific provisions of law has been violated. In this respect, I am supported the case of **Shakeel Ahmed and another ..vs.. Muhammad Tariq Farogh and another** reported in 2010 SCMR 1925. In this authority it has been held as under:-

“Appellate Court is final authority under Sindh Rented Premise Ordinance, 1979—Constitutional jurisdiction could not be invoked as substitute to another appeal against such order—Mere fact that upon perusal of evidence High Court came to another conclusion would not furnish a valid ground for interference in such order.”

21. In this case as observed above, since both the Courts below have categorically held that there exists relationship of landlord and tenants in between the petitioners and respondent No.1. These are concurrent findings of the two Courts below against the petitioners, which cannot be disturbed, unless it is shown that the findings are against the evidence on record. Learned counsel for the petitioners has failed to point out any illegality, irregularity, infirmity or jurisdictional defect in the impugned orders or pointed out any misreading or non-reading of the evidence.

22. The case laws cited by learned counsel for the petitioners has been perused and considered by me with due care and caution but are found to be distinguishable from the facts of the present case.

23. In view of the above, I find no merit in these petitions, which are dismissed alongwith listed applications.

24. Since the petitioners appears to be old tenants, therefore, by taking a lenient view, they are granted sixty (60) days' time from today to vacate the premises in question and handover its vacant and peaceful possession to the respondent No.1.

JUDGE

Faizan/