

IN THE HIGH COURT OF SINDH AT KARACHI

Suit No. 1018 of 2005

Present:-

Mr. Justice Muhammad Junaid Ghaffar.

Abdul Haleem ----- Plaintiff

Versus

**Gulshan-e-Faisal Cooperative
Housing Society & others ----- Respondents**

Date of hearing: 3.10.2015.

Date of judgment: 14.12.2015

Appellant: Through Mr. Khalid Dawood Pota Advocate.

Defendants No.2&3: Through Mr. S. Hassan Imam Advocate.

Defendant No.1&4: Nemo.

Defendant No.6: Ex-parte

J U D G M E N T

Muhammad Junaid Ghaffar, J. Instant suit has been filed by the Plaintiff for Declaration, Cancellation of Documents, Injunction and Damages valuing Rs. 3,00,00,200/- against the defendants, and through amended plaint, permitted vide order 15.1.2007, the following relief(s) have been sought from this Court:-

- i) Honorable Court may please to declare that plaintiff is lawful owner of the Plot No. B-38, Gulshan-e-Faisal Cooperative Housing Society Limited, Bath Island, Karachi measuring 500 square yards which was leased by KMC to the Society (Defendant No. 1) and that society thereafter by way of sublease dated 17.1.1977 transferred to the plaintiff vide registered deed No. 279, page 139-141 Volume 1549 Additional, dated 17.1.1997 are legal valid and plaintiff is in lawful possession of the land with original documents in his possession as owner.

- ii) Declare that the sale deed bearing registration No. 943 dated 18.3.2004 Micro Filming NO. 1745 dated 31.3.2004 and sale deed dated 20th August 2004 under Registration No. 4479 dated 30.12.2004 Micro Filming No. 1183 dated 17.1.2005 are illegal and forged documents and require to be declared as cancelled and Society be directed to delete the entries from its record.
- ii(a) Declare that gift is forged on the basis of which sale deeds are made and all other documents related to suit property are prepared.
- iii) Grant permanent injunction, restraining defendants jointly and severally, their servants, agents, employees or representatives from creating any third party interest in respect of the suit property of interfering / disturbing the peaceful physical possession of plaintiff from Plot No. B-38, Gulshan-e-Faisal Cooperative Housing Society Limited, Bath Island, Karachi measuring 500 square yards in any manner.
- iv) Cost of the suit be awarded”

2. Precisely the case as set up in the plaint is that the plaintiff claims to be the owner of Plot bearing No. 38, Block B, measuring 500 square yards Gulshan-e-Faisal Cooperative Housing Society Limited, Bath Island, Karachi (“Plot”) which was sub-leased by defendant No.1 vide registered Sub-lease dated 17.1.1997. The said plot was earlier allotted to the plaintiff on 9.9.1975, whereafter, possession letter was also issued on 10.1.1997, and demarcation was also made by defendant No.1 on 17.1.1977. It is the case of the plaintiff that when in July, 2005, the plaintiff approached defendant No.1 about outstanding dues in respect of his plot, the plaintiff was informed that presently as per their record defendants No.2 and 3 are the owners of the said plot, stated to have been purchased the same from defendants No.4 and 5 and as per the record of the Society, the same stands mutated in their name. On further inquiry, it transpired that the plot was sold by defendant No.6 on the basis of declaration of an Oral Gift to defendant’s No.4 and 5 who had then sold it out to defendants No.2 and 3. The plaintiff thereafter filed instant Suit before this Court on 22.8.2005 and on 23.8.2005, an order was passed, whereby, the parties were directed to maintain status quo. Summons were issued, whereafter, defendant No.6 was declared ex-parte, whereas, defendant No.5 on his expiry was deleted from the array of defendants vide order dated 20.5.2013. Written statement was jointly filed by defendant’s No.2 and 3 and so also by defendant No.1. Similarly written statement was also filed by defendant No.4 however, at the time

of leading evidence only defendants No.2 & 3 had participated. After filing of pleadings by respective parties on 7.3.2011, the following issues were framed for adjudication of the aforesaid Suit:-

- “1) Whether the suit is hit by Section 42 of the Specific Relief Act and Order 2 Rule 2 CPC?
- 2) Whether the suit is hit by Section 70 & 70(A) of the Cooperative Housing Societies Act, 1925?
- 3) Whether the suit is barred for mis-joinder and non-joinder of necessary parties and cause of actions?
- 4) Whether the suit is barred by limitation?
- 5) Who is in possession of suit property and documents?
- 6) Whether the documents of gift declaration are forged / fake / fraudulent and never made in favour of anyone and have no value and thus consequences thereof all subsequent documents of entry in the Society record / deeds are of no value?
- 7) What should the decree be?”

3. The plaintiff filed his affidavit in evidence (Exhb P/1), Sublease dated 17.1.1977 (Exhb P/2), Indenture of Lease dated 4.6.1976 along with Site Plan (Exhb P/3), Allotment order dated 9.9.1975 (Exhb P\4), Possession Letter dated 10.1.1977 (Exhb P/5), Certificate of Demarcation / Possession of Plot dated 17.1.1977 (Exhb P/6), Letter addressed to defendant No. 1 dated 14.7.2005 (Exhb P/7), Letter dated 25.7.2005 issued by defendant No. 1 and addressed to the Plaintiff (Exhb P/8), Conveyance Deed dated 18.3.2004 (Exhb P/9).

4. On the other hand the defendant No. 2 also filed his affidavit in evidence and filed a certified copy of the Conveyance Deed dated 5.6.2006 which was exhibited as (DW-2), whereas, letter dated 30.5.1997 along with a receipt dated 30.5.1997 were not exhibited as no originals were produced and were marked as Article D/1 and D/2. The evidence was recorded through Commissioner who has placed his report after completion of the evidence and the matter has now been listed for final arguments.

5. Counsel for the plaintiff has contended that the plot in question was allotted to the plaintiff as he was an employee of Karachi Metropolitan Corporation for whose benefit the Society in question was incorporated; that the plaintiff besides being in possession of the original

allotment and possession letter, as well as the Sublease, was also in possession of the Suit plot; that the plaintiff approached the Society on or about 14.7.2005 for clearance of dues, whereafter, it came to the knowledge of the plaintiff that the plot in question has been sold by defendant No.6 on the basis of a forged Oral Gift allegedly executed by the plaintiff in favour of defendant No.6, who thereafter, sold the plot to defendants No.4 & 5 jointly and executed a Conveyance Deed dated 18.3.2004, whereas, the said defendants No.4 and 5, thereafter, had sold the Suit plot to defendants No.2 and 3 through a Conveyance Deed dated 30.8.2004; that the alleged Gift Deed was a forged document and was not even registered, whereas, the registration numbers being shown on the said Gift Deed are in fact in respect of the numbers allotted to the various Conveyance Deeds by the Office of the Registrar, whereas, the said Gift Deed was merely notarized which is also reflected from the covenants of the Conveyance Deed(s) executed by the defendants in favour of one and another; that the defendants have not come forward including the defendant No.6, to prove the contents of the Gift Deed, nor any witnesses have been examined, therefore, the entire transaction carried out on the basis of the forged Gift Deed is illegal and cannot be sustained; that issues No.1 to 4 have already been answered by this Court vide order dated 25.10.2010, whereby, the application under Order 7 Rule 11 CPC filed on behalf of the defendants on the same grounds has been rejected; that insofar as issue No.5 with regard to possession of the Suit property is concerned, Counsel referred to report dated 16.5.2006 furnished by the Nazir of this Court, which reflects that one Luqman Chowkidar of the plaintiff was present and was performing his duties as a Chowkidar for the last seven months; that insofar as issue No.6 is concerned, all the three ingredients of a valid Gift i.e. offer, acceptance and handing over of possession letter are lacking in the instant matter, as neither any original documents were handed over to the Donee, nor the possession of the Suit plot was ever given to the said Donee; that the Gift Deed was never registered, whereas, none of the defendants have led any evidence in support of the genuineness of the Gift Deed; that the Secretary of defendant No.1 (Society) in collusion with defendant No.6, and others, had managed the transfer of the plot initially in favour of defendant No.6, and thereafter, the said Conveyance Deed(s) were executed and since the Gift Deed on the basis of which such Deeds were executed is a forged document, therefore, the entire transactions as well as the documents

executed thereafter, are liable to be declared as forged and inadmissible in law; that despite a status quo order in the instant matter the defendants No.3 & 4 have further sold the property to one Mr. Zeeshan on or about 5.6.2006, despite having knowledge of the restraining order and being parties in the instant proceedings; that without prejudice, the defendant No. 1 was required in law to at least call the plaintiff when the plot was being mutated in favour of defendant No.6 on the basis of the forged Oral Gift claimed to have been executed by the plaintiff. In support of his contention the Counsel has relied upon the case of *Majeeduddin Khan and others V. Sardar Khan and others (1990 SCMR 1031)*, *Arshad Khan V. Mst. Resham Jan and others (2005 SCMR 1859)*, *Sirajuddin V. Mst. Jamilan and another (PLD 1997 Lahore 633)*, *Muhammad Ejaz and 2 others V. Mst. Khalida Awan and another (2010 SCMR 342)*, *Barkat Ali through legal heirs and others Vs. Muhammad Ismail through legal heirs and others (2002 SCMR 1938)*, *Shams Mohiuddin Ansari V. Messrs International Builders through Partners and another (2010 CLC 1622)*, *Abdul Majeed Khan V. Tawseen Abdul Haleem and others (2012 CLD 6)* and *Qureshi Noor Hussain and 7 others V. Ghulam Jan and 5 others(PLD 1984 Peshawar 86)*.

6. Conversely, Counsel for defendants No.2 & 3 has contended that the Suit as framed is barred in terms of Section 42 of the Specific Relief Act, as the plaintiff has not sought declaration of ownership, whereas, no relief with regard to cancellation of Sale Deed in favour of the defendants No. 2 & 3 and others have been sought; that the plaintiff has failed to disclose the details of the Gift Deed, whereas even after filing of amended plaint, cause of action was not amended, therefore, limitation would also apply and further the Suit is also bad for non-joinder and misjoinder of parties as defendant No.5 had expired before filing of Suit, and the legal heirs of the said defendants were never arrayed, whereas, the Sale Deed in favour of defendants No.4 & 5 was a joint document, therefore, cancellation of the same in parts is not permitted; that the Suit is hit by Article 91 and 93 of the Limitation Act, as the Gift deed was executed in 1993, whereas, the Suit has been filed on 22.8.2005; that the defendants No. 2 & 3 have been paying the dues of defendant No.1, since transfer of the plot to defendant No.6, whereas, the plaintiff has not paid any such dues; that the plaintiff has failed to bring on record the originals of the Gift Deeds as well as the Sale Deeds of which the cancellation is being sought; that the plaintiff has also failed to produce the original

documents being claimed in his possession. In support of his contention the Counsel has relied upon the case of *Malik Bashir Ahmed Khan and others V. Qasim Ali and others (PLD 2009 SC 183)*, *Ashiq Hussain V. Ali Ahmed (1999 YLR 2209)*, *Hyderabad Development Authority through MD Civic Centre Hyderabad V. Abdul Majeed and others (PLD 2002 SC 84)*, *Aurangzeb Khan and 9 others V. Ghulam Mustafa Khan (1990 CLC 1838)*, *Fazal Muhammad V. Mst. Chohara and others (1992 SCMR 2182)*, *Muhammad Ibrahim V. District Judge Appellate Authority Vehari and others (1985 CLC 2644)*, *Mst. Marium Haji and others V. Mrs. Yasmin R. Minhas and others (PLD 2003 Karachi 148)* and *Mian Muhammad Akram and others V. Muhammad Chiragh and others (PLD 2003 Lahore 804)*.

7. I have heard both the learned Counsel and perused the record as well as the evidence led by the parties. Insofar as issues No. 1 to 4 are concerned, it appears that earlier an application under Order 7 Rule 11 CPC, was filed on behalf of the defendants bearing CMA No. 7789 of 2006 for rejection of the plaint on the ground that the Suit was barred in terms of Section 42 of the Specific Relief Act as well as under Order 2 Rule 2 CPC, and further that the Suit was also hit by Section 70 and 70A of the Cooperative Housing Societies Act, 1925. It was also averred that the Suit was also barred for misjoinder and non-joinder of necessary parties; that no proper cause of action had accrued and was also barred by limitation. It appears that the said application was dismissed by this Court vide order dated 25.10.2010, wherein, all these objections raised on behalf of the defendants were dealt with and the said application was dismissed with the observations that the defendants will be within their rights to get an issue framed with regard to limitation only. It therefore follows that insofar as the other legal objections with regard to issues No. 1 to 3 are concerned, the same stands answered in favour of the plaintiff, whereas, no further appeal was preferred by the defendants and therefore I do not deem it appropriate to give any further finding on the said issues which were though framed by the Court, however, in view of order dated 20.10.2010, I am of the view that no further discussion is required on these issues. The relevant finding of the learned Single Judge in the aforesaid order is as under:-

“In the present case limitation is to be considered on the basis of the pleas raised in the plaint which clearly show that the plaintiff came to know that he has been deprived of his right in the suit property in the year 2005. With regard to the contention of the defendants counsel that no declaration has been sought against defendant No. 6, paragraph 10 of the plaint state that the transfer by way of gift is based on forged documents. Therefore, not

seeking declaration against defendant No 6 in the prayer clause is not necessary. Issues on the basis of pleadings could be framed with regard to validity of the gift.

With regard to the contention of the counsel for defendant No. 2 & 3 that no notice under Section 70 and 70A of the Act, 1925 has been issued, the suit property was immediately leased to the plaintiff for 99 years and subsequent transfers have been made in favour of the persons who at the time of alleged transfers were not members of the society. They became members of the society only on the basis of transfers which are disputed in this suit. The provisions of Section 70 and 70A of the Act are not attracted when dispute does not pertain to members of the society. Even otherwise, once 99 years lease is executed then whenever any dispute with regard to the leased property is taken to Court, it is not necessary that it is to be seen that prior notice was issued to the society.

In the circumstances, the application is dismissed. However, the defendants shall be well within their rights to get an issue, with regard to limitation, framed.”

8. Therefore, issues No. 1, 2 & 3 are answered accordingly. Insofar as issue No.4 with regard to limitation is concerned, after perusal of the record as well as the evidence led by the parties, I am of the view that the assertion of the plaintiff that it came into its knowledge for the first time in July 2005, when according to the Plaintiff the Suit plot had been fraudulently transferred in the name of defendant No.6, and, thereafter to other defendants, has not been rebutted or questioned on behalf of the defendants, so as to disbelieve such date of knowledge. The plaintiff was asked a particular question in this regard to which he replied that...*It is correct to suggest that I came to know about fraud and forgery of suit property when defendant No.1 informed me through letter dated 25.7.2005 (Exhb-P/8)*, whereas, in reply to another question, the plaintiff replied that...*It is incorrect to suggest that defendant No.1 had sent me any alleged letter dated 30.5.1997*. The suggestions given to the plaintiff and his reply clearly reflects that in fact the contesting defendants themselves had asked the plaintiff about date of knowledge to which the aforesaid reply was tendered, whereas, the contesting defendants have failed to lead any evidence to the contrary to suggest in any manner that the plaintiff was in knowledge of accrual of cause of action before July 2005. The plaintiff in the instant matter is seeking cancellation of documents, whereas, limitation in the instant matter is required to be calculated from the date of knowledge of such of such documents and not from the date of such document as contended by the Counsel for defendants No.2 & 3. The law on this issue is now settled that insofar as cancellation of documents, including gift and or

any other instrument is concerned, the limitation is to be counted from the date of knowledge of such alleged forged document and not from the date of its execution. In the instant matter, the entire case of the plaintiff is based upon the alleged forged Gift Deed which according to the plaintiff came into its knowledge for the first time in July 2005, therefore, the period of limitation in terms of Article 91 is to be applied and hence the Suit filed on behalf of the plaintiff in August, 2005 is well within the period of limitation as prescribed there under and therefore, the issue is answered accordingly that the Suit is not hit by limitation.

9. Before I proceed to answer issue No.5, it would be more appropriate that if finding on issue No.6 is recorded as in my opinion if issue No.6 is answered in favour of the plaintiff, then any finding on issue No.5 would be meaningless. Insofar as issue No. 6 is concerned, it is surprising to note and observe that the though defendants No.2 & 3 have contested instant Suit, however, the defendant No.6 from whom the original title of the plot in question was allegedly transferred for the first time in favour of defendants No.4 & 5, has chosen not to contest the Suit and has been declared Ex-parte. In fact it is defendant No.6, who had for the first time claimed that the plot in question was gifted by plaintiff to him by an Oral Gift, which according to the contesting defendants, was through a registered Gift Deed, and on the basis of which the Society i.e. defendant No.1 had transferred /mutated the plot in question in favour of defendant No.6, who thereafter, executed Conveyance Deed in favour of the defendants No.4 & 5 and subsequently, transferred to defendants No.2 & 3. Since the defendant No.6 has not contested instant proceedings therefore, none has come forward to defend the genuineness of the Gift Deed. On the other hand, the contesting defendants have also failed to bring on record the original Gift Deed before this Court through evidence or otherwise. Surprisingly when defendant No.2 was put a specific question with regard to the original documents of the plot in question the defendant replied that, *“presently I have no original documents of disputed plot vis. Allotment letter, possession letter, sublease etc. which are in the name of Abdul Hakeem. The original documents of disputed property are presently lying with another party namely Saith Zeeshan to whom disputed plot was sold by me. I cannot bring to show these original documents to the Court.”* This is the entire defence of the contesting defendants in respect of the genuineness of the Gift Deed as well as the original title documents including the allotment and possession letter in respect of the Suit plot. It further appears from

perusal of the record that the said Gift Deed was never registered as alleged and claimed by the defendants. This is so reflected from the recitals of the Conveyance Deed executed in favour of the defendants No.4 & 5 by defendant No.6 as well as by defendants No.4 & 5 in favour of defendants No.2 & 3 subsequently, which states that, “*and whereas Mr. Abdul Haleem S/O Mr. Haji Ali Mohammad has executed “Declaration of Oral Gift” of the said property in favour of Mr. Tanzeem Hussain S/O Mr. Fida Hussain, through “Declaration of Oral Gift”, duly attested by Allah Ditto Chandio on 4.6.1993 and the said plot was mutated in the record of Gulshan-e-Faisal Cooperative Housing Society Limited, Karachi, vide their reference letter NO. CFCHS/B-38-1997 dated 30.5.1997.*” This clearly reflects that insofar as the Gift Deed in question is concerned, the same was never registered as admitted by the defendants itself in their documents being relied upon by them. Similar is the position in respect of all the other Conveyance Deeds placed before this Court in favor of the subsequent buyers of the Suit plot. Therefore, in the circumstances, the plea of the contesting defendants that the Gift Deed in question was a registered document is belied from the record produced by them, and its evidentiary value so as to create a valid title in favor of Defendant No.6 is doubtful. The entire case as set up by the contesting defendants rests on this Gift Deed that as to whether the same is genuine or forged, but, none has come forward either to bring the original on record, nor anybody including the attesting witnesses have adduced any evidence to support the existence of the said Gift Deed. Though the case of the contesting defendants has been that the said Gift Deed was a registered document, however, the same does not appear to be as such. Notwithstanding this, even otherwise, under the Muhammadan Law, a Gift need not be necessarily registered, if the three ingredients of a Valid Gift have been fulfilled, i.e. (i) declaration of Gift by the donor, (ii) acceptance of Gift expressly or impliedly by or on behalf of the donee and (iii) delivery of possession of the subject matter by the donor to the donee. See ***Umar Bibi and 3 others Vs. Bashir Ahmed and 3 others (1977 SCMR 154)*** and ***Maulvi Abdullah and others Vs. Abdul Aziz and others (1987 SCMR 1403)***.

10. However, in the instant matter it is to be kept in mind that the Plaintiff has denied execution of any such Gift in favor of Defendant No.6 and in that situation it was up to the contesting defendants to come forward and lead evidence in support of such Gift on the basis of which the plot in question was mutated for the first time by Defendant No.1 /

Society, in favor of Defendant No.6, from whom all the other defendants derive their title in respect of the said property. It has also not been substantiated by the contesting defendants through any sort of evidence that the main ingredient of an oral Gift, i.e. possession of the property in question was handed over to donee, and further, the possession letter and the allotment letter in original were surrendered in favor of the donee and were also so recorded with the Society. Insofar as original documents are concerned, that part of the evidence has already been discussed in Para 9, which leads to the conclusion that no original title documents were handed over to the donee, whereas, the contesting defendants are not even in possession of the conveyance deeds executed thereafter, on the basis of the Gift deed. Insofar as possession of Suit Plot is concerned, it appears that the contesting defendants have failed to lead any evidence in this regard. The defendant No.2 in his cross examination has on more than once occasion stated that ... “*The disputed plot is presently under possession of Gunda elements to whom I do not know*”, and that “*voluntarily states that it is in the illegal possession of Gunda elements.*” The contesting defendants have failed to lead any evidence that they were ever in possession of the Suit plot. Further the Donee i.e. defendant No.6 has failed to come forward to prove the genuineness of said Gift, nor any of the attesting witness or anybody else has otherwise given any evidence to substantiate the execution of the said Gift. Since the Gift has been challenged by the Plaintiff on the ground that no title documents were handed over to the donee nor the possession of the property in question was given to defendant No.6, the burden of proof lay on the donee / contesting defendants to prove that all the essentials of the gift were fulfilled. The Hon’ble Supreme Court in the case of ***Rab Nawaz and others V. Ghulam Rasool (2014 SCMR 1181)***, while dealing a case on a more or less similar factual plane has been pleased to observe as follows:

9. Another reason militating against the validity of the gift is want of delivery of possession. The respondent made contradictory statements in this behalf. In the first instance while being examined-in-chief he stated that delivery of possession of the subject-matter of gift coincided with its declaration but in cross examination he changed his stance by stating that he has been in possession of the subject matter of the gift even before it. He made another somersault in his cross examination by stating that the sons and grandsons of the donor were occupying the property in their capacity as tenants. If, it was so, the evidence of adornment should have been brought on the record but that too is missing. Since the gift was challenged, the burden of proof lay on the donee to prove that all the essentials of the gift were fulfilled. The respondent with this quality of evidence cannot be said to have discharged this burden when one of the essentials of gift was not proved on the record. Therefore, we are constrained to hold that no valid gift was ever made in favour of the respondent. We, thus, don’t feel inclined to maintain the impugned finding. (Emphasis supplied)

11. Moreover, the role of the defendant No.1 in the entire transaction also appears to be dubious and wanting interference inasmuch as the Society did not bother to call upon the Plaintiff while accepting the declaration of Gift produced before them by defendant No.6 for mutation. Nothing has come on record to substantiate such transaction, nor has any witness come forward to support the case of contesting defendants. Whereas, the Society could not have mutated the Suit plot in such a manner, without intimating the Plaintiff and asking for surrender of original allotment and possession letter, without which no further transaction could have taken place. Merely on the statement of the donee the plot in question cannot be mutated, whereas, the donee was also required to produce through evidence, the official of the Society concerned with sanction of mutation to prove the same. The mutation recorded with the Society by itself does not on its own force, would prove the genuineness and execution of that to which it relates to i.e. Gift Deed, unless the transaction is substantiated from independent and reliable evidence. Reliance in this regard may be placed on the case of **Abdul Sattar and others Vs. Muhammad Ashraf and others (2008 SCMR 1318)**. The contesting defendants are claiming ownership of the Suit plot on the basis of a Gift Deed which is under challenge and therefore they will have to revert back and to prove the alleged transaction of Gift which has resulted in mutation of the Plot in favor of Defendant No.6. Whereas, on perusal of the entire evidence it appears that in fact they have failed to lead any evidence in this context. Further it has also not come on record that what steps and methods / procedure was adopted by the defendant No.1 / Society before mutation of the plot in question in the name of defendant No.6. All these missing links create serious doubts regarding the genuineness of the Gift in question. In the circumstances, I am of the considered view that the very basic document in the instant matter i.e. the Gift Deed dated 14.6.1993, on the basis of which the subsequent Conveyance Deeds have been executed by the defendants between themselves, has not been proved to be a valid or a genuine document as the contesting defendants have failed to lead any evidence in this regard. The contesting defendants who had purchased the property on the basis of Gift Deed were bound in law to examine the veracity and the genuineness of the said Gift as they had purchased the property which was mutated in favor of their seller, on the basis of the said Gift Deed. Their negligence in this regard is apparent in the instant matter for which

they are to blame themselves. They cannot claim any immunity, nor can they plead ignorance, as the entire superstructure of the Conveyance Deed(s) executed in their favour is based and dependent on the validity and genuineness of the said Gift Deed which they have failed to substantiate. I therefore, hold and decide issue No. 6 in favour of the plaintiff and against the defendants, as the said Gift Deed appears to be an invalid gift and consequently all the subsequent documents such as transfer and mutation of the plot in the record of defendant No.1 in favour of defendant No.6 and so also all the subsequent conveyance deeds are also invalid and of no consequence. In view of my findings on issue No.6 the answer to issue No.5 is no more required.

12. In view of hereinabove facts and circumstances of the instant case I am of the view that the Plaintiff has proved its case on the basis of evidence to the effect that the Declaration of Oral Gift in respect of the Suit Plot was a managed and forged document, and therefore, the Suit of the plaintiff is decreed as prayed to the extent of prayer clause (i), (ii) and ii(a), whereas, the parties are to bear their own costs.

Dated:__.12.2015

JUDGE

ARSHAD/