

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

Suit No.1994/2015

Date	Order with signature of Judge
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1. For hearing of CMA No.6500/2017 (U/o.39 Rule 1 & 2 CPC)
 2. For hearing of CMA No.14983/2015 (U/o.39 Rule 1 & 2 CPC)
 3. For orders on CMA No.6873/2016 (U/o.7 Rule 11 CPC)
 4. For hearing of CMA No.8141/2017 (Contempt appln.)
 5. For orders on Nazir's report dt: 24.5.2017 & 27.5.2017
 6. For examination of parties / settlement of issues
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07.08.2017

Mr. S. M. Salam Kazmi, advocate for the Plaintiff.
Mr. Sarfaraz Ali Metlo, advocate for the Defendant.

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Issue in this suit is that Plaintiffs are tenant of Defendants and admittedly they have acquired godown / warehouse on rent. The Plaintiffs have filed this suit once they received letter / notice of eviction from the premises for violation of tenancy right as far back as of **27.7.2015**. However, no rent case has been filed pursuant to the said notice and attempt has been made to harass the Plaintiffs so that they may vacate the premises under pressure. The Plaintiffs grievance is that the Defendants have unofficially placed guards on the tenement who are stopping the movement of different articles, which the Plaintiffs takes into the tenement for running their business. Interim orders were passed on **22.10.2015** that the Defendants should not take action without due process of law. Subsequently even contempt application was filed and Nazir was appointed to inspect the premises. Nazir report is also on record, none of the parties have filed objections to the Nazir report.

Today at the bar Plaintiff claim that guards are not letting the material they want to take into the premises for running their business to which the counsel for the Defendant had claimed that probably this material is inflammable material, therefore, they have been restrained by the guards. Be that as it may, guards are not supposed to be interfering in taking material inside or outside the premises by simply declaring the same as explosive or inflammable. Learned counsel for the Defendants insists that the activity going into the premises is in violation of the rent agreement

annexure P/1 to the counter affidavit and particularly clause-18. He has also stated at the bar that similar godown being used by another tenant adjacent to the tenement of the Plaintiff wherein tenant were running almost a similar business has got fire. It is also alleged by the Defendants that Plaintiffs are using welding machine inside the premises and they also affixed cotton and different cloths all around the godown inside walls which makes it more dangerous since the process of welding which is almost a regular future for the purpose of business of the Plaintiff and therefore, there is possibility of fire. However, no rejoinder has been filed to that.

In view of the above controversy, by consent of the learned counsel, it is hereby ordered as follows:-

- i) The Defendants to redress their grievance may take legal course by approaching Rent Controller, if so advised;
- ii) However to redress the grievance of the Defendants, the Plaintiffs agree that they will install CCTV Cameras to view entire activity going into godown / premises in possession of the Plaintiff and he will ensure that no welding machine is being used inside the premises in question.
- iii) The Plaintiff shall also ensures that there shall be no public gathering in violation of the clause-18 of the agreement.

On the above assurance the counsel for the Defendants agrees that the suit may be disposed of with his undertaking that no coercive action will be taken by the Defendants for the ejection of the Plaintiff from the premises in question except in due course of law.

In the above term, suit stands disposed of by consent and all the pending applications have become infructuous.

JUDGE