

ORDER SHEET

IN THE HIGH COURT OF SINDH, KARACHI

Suit No.2103 of 2016

Date	Order with signature of Judge
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1.For order on CMA No.15100/2017.

2.For order on CMA No.15101/2017.

01.11.2017

M/s. Salahuddin Ahmed & Nadeem Ahmed,
Advocates for Plaintiff a/w Plaintiff's
Attorney Sajjad Sikandar.
Mr. Abid Feroze, Advocate a/w
Defendant No.1 Abdul Razzaq.

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1. Counsel for the plaintiff has moved the urgent application which is granted.

2. This is a suit for declaration, permanent injunction and damages in which the plaintiff has prayed that he is the real and absolute owner of the suit property i.e. Plot No.G-5, Block-7, Kehkashan, Scheme No.5, Clifton, Karachi measuring 3703.27 sq. yards held in the names of defendant Nos.1, 3 and 4 as benamidars of the plaintiff. The plaintiff and defendant No.1 have filed the compromise application in which it is stated that the suit against the defendant Nos.2 to 6 may be dismissed as withdrawn. The compromise application has been signed by the attorney of the plaintiff and the application is supported by the affidavits of the plaintiff's attorney as well as the defendant

No.1 duly verified by the Identity Section Management System (ISMS), department of this court. The copy of power of attorney is available at page 31 executed by the plaintiff in favour of the attorney who is also son of the plaintiff. In the general power of attorney the attorney is authorized to compromise any dispute or litigation. I specifically asked the learned counsel for the plaintiff that in the prayer clause the benamidars are defendant Nos.1, 3 and 4, the learned counsel responded that the conveyance deed is available at page 191 in which only the owner of the plot is defendant No.1 and due to some typographic error, the names of defendant Nos.1, 3 and 4 were also mentioned. The fact remains that according to sale deed it was executed by the plaintiff in favour of the defendant No.1. In the compromise application the defendant No.1 has agreed to transfer this property in the name of the plaintiff within fourteen (14) days and he will also hand over the possession. It is further stated that in the event that the defendant No.1 fails to transfer, convey and hand over possession of the suit property, the Nazir of this court shall do the needful. So far as the role of the Nazir is concerned, if the defendant No.1 fails to hand over the possession of the property to the plaintiff after executing the conveyance

deed, the plaintiff may approach to the Nazir of this court for further proceedings in this regard but the copy of the sale deed executed by defendant No.1 in favour of plaintiff shall also be produced before the Nazir. The suit is decreed in terms of the compromise between the plaintiff and defendant No.1 with above modification. The suit against the defendant Nos.2 to 6 is dismissed as withdrawn. In case the assistance of the Nazir is required by the plaintiff, for the aforesaid purpose the Nazir's fee shall be Rs.50,000/-that will be paid by the plaintiff in advance. Pending application is also disposed of.

Judge

Asif