

ORDER SHEET
HIGH COURT OF SINDH AT KARACHI
Suit No.126 of 2018

DATE ORDER WITH SIGNATURE(S) OF JUDGE(S)

- 1.For orders on CMA No.3484/2018
- 2.For orders on CMA No.2567/2018

15.03.2018

Mr.Muhammad Sajjad Abbasi, Advocate for the Plaintiff.

Plaintiff Syed Haroon Shamim is present in person.

Defendant No.1, 3 to 6 are present in person.

The defendant No.2 is being represented by defendant No.5 on the basis of power of attorney.

This is suit for specific performance in relation to Plot No.72-C, Block-2, PECHS Karachi. The property was owned by Mst.Munawar Jahan Qureshi W/o Mirza Iqbal Baig, the mother of the defendants Nos.1 to 6. After the death of Mst.Munawar Jahan Qureshi her legal heirs filed Succession Misc. Application No.98/2015, thereafter, they applied for mutation/transfer in the record of PECHS and on 10.3.2017 letter was issued which shows that the property has been mutated in the name of legal heirs. The legal heirs/present owners of the property executed an agreement to sell of the same property with the plaintiff, however, due to some dispute the plaintiff filed this Suit for specific performance of contract, permanent injunction and damages. During pendency of the suit the parties have settled the dispute amicably outside the court and filed this compromise application CMA No.3484/2018.

One of the legal heirs Mirza Arshad Baig has executed general power of attorney in favour of his brother Mirza Imtiaz Baig (defendant No.5). The power of attorney has been duly attested/verified by Counsellor, High Commission for Pakistan, Canberra. The attorney has been authorized to enter into sale agreement and execute sale deed in relation to the share of the

said principal. In paragraph 3 and 4 of the compromise application the parties have settled some modalities to make the payment and transfer this property in the name of the plaintiff.

Earlier the parties had filed compromise application (CMA No.2567/2018), which they do not want to press. The CMA No.2567/2018 is dismissed at not pressed.

At this juncture, the Defendant Nos.1, 3 to 6 present in court submit that the date of execution of sale deed was agreed as 16.3.2018, which is not possible as certain formalities are to be complied with, therefore, they agreed that formalities for execution of sale deed and handing over possession will be completed on or before 15.4.2018, on which the plaintiff has no objection. The suit is decreed in terms of compromise with aforesaid modification by consent of the parties. The suit against the defendant Nos.7 and 8 are dismissed, however, for the transfer of the plot in the record of PECHS and execution of sale deed before Sub-Registrar the parties shall be abide to fulfill all legal formalities.

Judge

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