

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
Suit No. 449 of 2017

Date	Order with signature of Judge
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For order on CMA No.4080/2018

30.03.2018

Mr. Javed Sattar advocate for the plaintiffs.
Syed Sabir Ali advocate for the defendants.
Ms. Rehmatunisa advocate for the defendant No.9

Syed Muhammad Kamran, plaintiff No.6 is present for self and as an attorney of plaintiff No. 1 to 5. Muhammad Ali, defendant No.1, Shaukat Ali defendant No.2, Zulfiqar Ali, defendant No.4, Malik Zahid Ali Khan, defendant No.5, Shahid Ali, defendant No.6 and Rehana Anawar, defendant No.7 are present. The defendant No.3 Liaquat Ali is being represented by his special attorney Malik Zahid Ali Khan (defendant No.5). The power of attorney is available on record in which the attorney has been authorized to enter into compromise. One more power of attorney issued by defendant No.3 is also available on record which he issued in favour of Muhammad Ali (defendant No.1) which is a general power of attorney in which there is no power of compromise. However, learned counsel for the defendants submits that in order to effect the compromise in this suit the special power of attorney has been issued separately. This is a suit for declaration, specific powers, permanent injunction and damages. The predecessor in interest of the plaintiff Syed Maqbool Ali filed this suit in

relation to built up property No.B-218, Block-A, measuring 453.24 Sq. yards, scheme No.2, North Nazimabad, Karachi. Learned counsel for the plaintiffs has produced the original transfer/mutation letter of this property issued by the CDGK, land management in favour of the defendant No. 1 to 7. The copy of transfer/mutation is taken on record. During pendency, the plaintiffs and defendant Nos. 1 to 7 have filed the compromise application CMA No.4080/2018. The record further reflects that in terms of the order passed by this court on 19.04.2017 a sum of Rs. 1,46,30,000/- (rupees one crore forty six lac thirty thousand) has already been deposited with the Nazir of this court by the predecessor of the plaintiffs. The learned counsel for the parties with the consent of their clients made some amendment in the application. The defendant Nos.1 to 7 agreed to hand over the possession and execute the sale deed in accordance with their agreement and the conditions mentioned in the compromise application. However for the purpose of supervision the plaintiffs' and defendants' counsel will intimate the date and time to the Nazir as to when the plaintiffs and defendants will appear before the Sub-Registrar for signing the conveyance deed in accordance with the compromise application. On their intimation, the Nazir will depute any official from his office for the purpose of supervision. The plaintiffs will collect the original title documents and will also receive the possession directly from the defendant Nos.1 and 2 of the premises. The invested amount shall be released by the Nazir in terms of paragraph

No.2 of the compromise application along with profit accrued thereon to the defendant No. 1 to 7 on proper verification and identification through pay orders/cheques on their own names. In paragraph No.6 of the compromise application, it is stated that the first floor of the suit property has been handed over to the plaintiffs' attorney. So far as the possession of ground floor of the property is concerned, it is in possession of Shaukat Ali (defendant No.2). He undertakes that he will hand over the peaceful and vacant possession of the ground floor to the plaintiffs on or before 30.06.2018. Nazir shall pay his share after handing over possession by him to the plaintiffs on or before 30.06.2018 after due verification from the plaintiffs.

With above modification, the suit is decreed. Nazir fee shall be Rs.15,000/- which will be paid by the plaintiffs in advance. The suit against the defendant Nos.8 and 9 is dismissed as withdrawn.

JUDGE

Aadil Arab

