

IN THE HIGH COURT OF SINDH AT KARACHI

**C.P No.S-848 of 2018**

**Present: Mr. Justice Nazar Akbar**

Petitioner : Noshad Ahmed Khan  
through Mr. Javed Ahmed Rajput, Advocate.

Respondent No.1 : Muhammad Nadeem. (Nemo)

Respondent No.2 : XIIth Rent Controller. (Nemo)

Respondent No.3 : III Addl: District & Sessions Judge, Central,  
Karachi. (Nemo).

Date of hearing : 22.5.2018

Date of decision : 22.5.2018

**J U D G M E N T**

**NAZAR AKBAR, J:-** This constitution petition is directed against the concurrent findings of the two Courts below on the point that the Petitioner has failed to comply with the order dated **24.10.2017** passed in rent case No.348/2015 under Section 16(1) of the SRPO, 1979 directing the Petitioner to deposit arrears of the rent and also to deposit the regular rent in Court. The Petitioner has failed to comply with the said orders and on failure to comply with the order, an application under Section 16(2) SRPO, 1979 was filed before the trial Court. The Petitioner requested for time to deposit the rent as well as arrears of rent. Obviously the Court has no power to extend the time and, therefore, said application was dismissed and the impugned order was passed. Then the Petitioner filed FRA No.280/2017 before the III-Additional District Judge, Karachi Central. Learned appellate Court by a very comprehensive order upheld the findings of learned Rent Controller on the application under Section 16(2) SRPO, 1979.

2. The contention of learned counsel is that the dispute of relationship between the landlord and the tenant was pending, therefore, the Petitioner was not liable to comply with the order. The

factual position is that every case is to be decided on its own merits. In the case in hand the Respondent has served the Petitioner with notice under **Section 18** of the SRPO, 1979 after purchasing the suit premises. The notice was not replied nor rent was paid. It is pertinent to mention here that the respondent after acquiring the title of the suit property has also offered the Petitioner to enter into fresh rent agreement with him. The record shows that the Petitioner has filed suit for specific performance of an alleged agreement of sale dated **31.10.2005** in **2014** against the previous owner after nine years of the alleged agreement and even two years after notice under **Section 18 of SRPO, 1979**. It is settled law that mere pendency of suit does not entitle the Petitioner to deny the title of the landlord and refuse to pay the rent. Whenever the suit of the Petitioner will be decreed, the Petitioner will be re-inducted in the premises but as of today by virtue of mere agreement of sale no right and interest in the rented property is conferred on him. I have seen the so-called agreement and cash receipt but I do not want to comment on it as it may prejudice the case of either party in civil suits. The purpose of application under **Section 16(1)** of the SRPO, 1979 is to ensure that the tenant after prolong contest of rent case should not run away with the amount of rent due and payable to the landlord. The very fact that after statutory default the applicant sought extension in time for compliance of the order under Section (16(1) SRPO, 1979 confirm that the Petitioner knew that he has to follow the statutory orders.

3. In view of the facts of the case in hand the law cited by the learned counsel for the petitioner is distinguishable, therefore, this petition is dismissed alongwith pending application(s).

JUDGE