

**Civil Revision Application No.18 of 2014**

Order with signature of Judge

2. To be very precise the facts of the case are that The Respondent/ Plaintiff filed a civil suit against the applicant/ Defendant for specific performance of contract and permanent injunction stating therein that by way of agreement of sale dated **3.08.2003**, the applicant agreed to sell the property i.e residential ground floor on plot No.A6/1227, Gulshan-e-Hadeed, Phase-II, Karachi (the suit property) to the Respondent/ Plaintiff for total sale consideration of Rs.600,000/-. It was further averred that the Respondent/Plaintiff paid Rs.5,50,000/- on **26.10.2003** as agreed

between the parties in sale agreement and possession of the suit property was handed over to him. It was further averred that on **01.11.2003** the Respondent/ Plaintiff approached the applicant/ Defendant and requested him to receive the balance amount of Rs.50,000/- and transfer/convey the suit property in his name but the applicant/Defendant avoided to perform his part of contract to transfer the suit property in the name of the Respondent/Plaintiff. Therefore, the Respondent/Plaintiff had filed the said suit for specific performance of contract and permanent injunction.

3. After service of notice, Applicant/Defendant filed his written statement wherein he contended that no such agreement was signed between the parties and the said agreement is bogus and managed by the Respondent/Plaintiff. He further contended that he has given possession of the suit property to the Respondent/Plaintiff for temporary residence on a request of a state agent namely Ali Associates subject to deposit certain amount for security purpose which was refundable whenever the Respondent/Plaintiff gets his own house. He further contended that the said Ali Associates has got four signatures from the Respondent/Plaintiff on blank paper in good faith he has signed the same. The said Ali Associate had given assurance to the applicant/Defendant that if the Respondent/Plaintiff failed to purchase new house, then the amount of Rs.265,000/- may be adjusted by the applicant/Defendant as rent.

4. The trial Court after framing issues, recording evidence and hearing learned counsel for the parties, decreed the suit filed by the Respondent by Judgment dated **26.09.2011**. The applicant/ Defendant preferred civil appeal No.67/2011 against the said judgment which was dismissed by the appellate Court by judgment

dated **17.12.2013**. The applicant/Defendant has impugned both the concurrent findings herein this civil Revision Application.

5. I have heard learned counsel for the applicant and perused the record as well as written arguments filed by him.

6. Learned counsel for the applicant has reiterated his contentions which have been discussed in the impugned orders. The Respondent has claimed possession under agreement of sale and very payment of **Rs.5,50,000/-** which he has accounted for in the plaint and produced all receipts in evidence. The applicant has not denied payment of total money through Ali Associates containing his signatures and has not denied receipts filed by the Respondent alongwith his plaint. However there was no rent agreement and he himself has not produced any rent receipt in case of default since 2003 against the respondent. Not only this applicant has not even filed suit for recovery of possession declaration and cancellation of sale agreement which has come in his hand through the plaint way back in 2004 when he filed written statement. Both the Courts below on the basis of the evidence of the applicant himself has come to the conclusion that the case of appellant/respondent for specific performance is made out since he was in possession and agreement of payment has been established by him.

7. In view of the above, both the Courts below have rightly decreed the suit of the Respondent and no case is made out for interference by this Court in revisional jurisdiction. Therefore, instant Revision Application is dismissed.

JUDGE

Karachi, Dated:21.02.2019  
SM