

IN THE HIGH COURT OF SINDH, KARACHI

C.P. NO. S- 52 OF 2006

PRESENT:**MR. JUSTICE ARSHAD HUSSAIN KHAN**

Petitioners: Israrul Haq & others
Through Mr. Abdullah Chandio, Advocate

Respondent No.4: Mst. Zohra Jabeen
Through M/s. Qaisar Hassan Khan & Altaf
Hussain, Advocates

Date of Hearing: 28.11.2016

JUDGMENT

ARSHAD HUSSAIN KHAN, J. The petitioner through instant constitutional petition has challenged the concurrent finding of facts by the learned courts below and sought relief as follow:-

- (a) *To declare that the orders/judgments of the lower courts passed in Rent Case No.964/86, on 22.5.00 by the Senior Civil Judge and Rent Controller, Karachi South, and passed in FRA No.1172/01, on 19.10.2005, by the First Additional District Judge, Karachi South are null and void and are of no legal effect and the same be set aside;*
- (b) *Declare that neither willful default has been committed by the petitioners nor sub-letting premises and hence are not liable to be ejected from the premises bearing No.146/147, 1st floor, Al-Noor Chambers, Preedy Street, Saddar, Karachi;*
- (c) *Grant costs of the petition;*
- (d) *And grant any other relief(s) which this Hon'ble Court may deem fit and proper under the circumstances of the case.*

2. Brief facts arising out of the present petition are that by tenancy agreement dated 25.03.1972 executed between late Haji Salahuddin, [herein after referred to as the '**Haji Salahuddin**'] for himself and his wife Mst. Noor Begum and late Sirajuddin Shaikh, advocate, [herein after referred to as the '**(late) Sirajuddin**'] in respect of premises Nos.146/147 (Offices) situated on 1st floor Al-Noor Chambers, Preedy Street, Saddar Karachi, [**demised premises**] and by this agreement (late) Sirajuddin became the tenant of Haji Salahuddin and Mst. Noor Begum at the rate of Rs.325/- per month. Besides becoming tenant, (late) Sirajuddin was also representing as Legal Advisor and Consultant

of Haji Salahuddin, his wife and their other family members and in this way (late) Sirajuddin was allowed by Haji Salahuddin, his wife to adjust the amount of rent towards/in exchange of legal professional fees/charges and this practice continued for years together after execution of the tenancy agreement during the life-time of Haji Salahuddin till the death of (late) Sirajuddin who died on 28.06.1985. It is also averred that during lifetime of Haji Salahuddin and (late) Sirajuddin, an agreement was executed on 27.03.1982 between Haji Salahuddin, his wife Mst. Noor Begum (landlords) and (late) Sirajuddin whereby account pertaining to the amount of rent payable by (late) Sirajuddin to Haji Salahuddin and his wife Mst. Noor Begum and account of amount of professional fees payable by Haji Salahuddin, his wife and other family members to (late) Sirajuddin were settled by this agreement, the rent of the premises in question was treated as paid up to 28.2.1989 and the rent w.e.f. 1.3.1989 was to be paid to Haji Salahuddin and his wife Mst. Noor Begum. On 02.02.1983, a letter under certificate of posting was also given on behalf of (late) Sirajuddin to late Haji Salahuddin and copy was endorsed to Mst. Noor Begum wife of Haji Salahuddin and Iftikharuddin s/o Haji Salahuddin with a request to supply better photo stat copy of the agreement dated 27.03.1982, as original was returned to late Haji Salahuddin. In this letter reference was also given to supply of summary statement of professional fees. It is also averred that one Nooruddin son of Haji Salahuddin (respondent No.1/applicant) for the first time filed Rent Case No.964/86, in the Court of the then 1st Sr. Civil Judge, and Rent Controller, Karachi East, under Section 15 of the Sindh Rent Rented Premises Ordinance, 1979 for ejectment against legal heirs [present petitioners/opponents] of (late) Sirajuddin who died on 28.06.1985 wherein three minors of (late) Sirajuddin were also joined and Nazir of the Court was appointed as Guardian ad-litem to defend the interests of the minors but the Nazir, did not appear in the Court in spite of the Court`s notice and did not bother to defend the interest of the minors but the court did not take any action in this respect. It is also averred that respondent No.1 (applicant/landlord) in Rent Case No.964/1986 claimed/asserted that the petitioners (opponents/tenants) were his tenants on the agreed rent of Rs.990/- which they had failed to pay w.e.f. 01.01.1977 and sub-letted the demised premises as such the

petitioners (opponents/tenants) are liable to be ejected. The petitioner Nos.1,2,3,6 and 8 contested the above Rent Case No.964/1986 and filed their written statements wherein while denying the relationship and allegations levelled in the ejectment application specifically mentioned that they had no concern with the demised premises in the years 1976-77 as their father (late Sirajuddin) who was originally the tenant was alive and as such all allegations levelled by respondent No.1/Applicant, were false and thus the application was liable to be dismissed. It was also specifically asserted that the rent was Rs.325/- per month and not Rs.990/- per month and the said rent stood paid up to 28.02.1989, by way of adjustment agreement dated 27.03.1982 executed between deceased fathers of the parties. Learned Rent Controller, after recording evidence and hearing the counsel for the parties, vide its order dated 22.05.2000, allowed the ejectment application. The said order was subsequently, challenged by the present petitioners before 1st Addl. District and Sessions Judge, Karachi (south) [ADJ], in FRA No. 1172/2001 (Old No.1266/2000). The learned ADJ after hearing counsel for the parties, while upholding the order of the learned Rent Controller, vide its order dated 19.10.2005 dismissed the said FRA. The above said orders of learned Rent Controller as well as learned ADJ have been challenged in the present petition.

3. From perusal of the record it appears, that upon notice of the present petition counsel for the respondent/applicant filed vakalatnama. The record also transpires that written arguments/synopsis filed on behalf of the petitioners and respondent No.1 are available on court file. Record further reveals that after 22.09.2015, when this Court passed the orders, inter alia, that this matter will be heard and decided at katcha peshi stage, learned counsel for both the parties failed to put appearance in the case. On 28.11.2016 when this matter came up for hearing, learned counsels for the parties were again called absent. Since this was an old matter pending since 2006 and further when the written arguments are already on record therefore, this Court through the instant decision intends to dispose of the present matter on the basis of material available on record.

4. The stance of the petitioners in the case is that the learned courts below have gravely erred in not appreciating the material documentary

evidence, which was available on record and ignored the same while passing the order of ejectment against the petitioners, hence have failed to exercise jurisdiction vested in them. It is also the case of the petitioners that the learned courts below have failed to ascertain the fact that the relationship of tenant and landlord did not exist between the parties. It is also alleged that the learned courts below have acted illegally while overlooking the agreement dated 27.03.1982 whereby the settlement for adjustment of professional fees of (late) Sirajuddin was made and in this way the rent was paid upto 28.02.1989, and before that date no rent could be claimed by any of the legal heirs of Haji Salahuddin or others in any manner. Further alleged that the learned courts below had acted illegally while giving findings contrary to the documentary evidence, which was available on the record specially relating to deposit of rent in Court upon refusal of collection of rent by the landlord. It is also alleged that the learned respondent No.3 (ADJ) failed to consider the fact that in FRA No.1218/2001 (Israrul Haq and others Vs. Nooruddin) which was pending adjudication before him, had himself passed an order for deletion of the name of Nooruddin (Respondent No.1) from the said FRA. It is also alleged that the learned respondent No.3 also failed to consider that one Zohra Jabeen had come forward challenging the title of ownership of the said Nooruddin in the said FRA No.1218/2001 which is pending before respondent No.3 is between the same parties i.e. the present petitioners and respondent No.1. In the written synopsis, it is stated that respondent No.4 (Zohra Jabeen) in the present petition, had filed an application under Order 1 Rule 10 in FRA No.1218/2001 before 1st A.D.J. Karachi South, wherein she for the first time disclosed before the appellate Court that she is the original owner / landlord of the premises in question. Although notice was given to respondent No.1 above named but he avoided intentionally and deliberately to file any counter affidavit in reply to the said application, which was filed by respondent No.4 in FRA No.1218/2001 with the result that the Court of 1st A.D.J. Karachi South passed an order for substitution of name of respondent No.4 in place of respondent No.1 meaning thereby that respondent No.4 was the original owner / landlord of the premises in question and respondent No.4 was not the owner / landlord of the premises in question. It is also stated that the first and foremost point,

which needs consideration in the petition is that as to “Whether can any stranger join a judicial proceedings at the stage of final judgment in First Rent Appeal and in Constitutional Petition by simply filing an application Under Order 1 Rule 10 CPC and without leading any evidence or bringing on record any documentary evidence and can become the owner and landlord of the premises in question and the appellate Court and the High Court will pass order against a tenant while basing its findings on the evidence, which was brought on the record by a person who was not really the owner/landlord of the premises and on the basis of which the question of relationship of landlord and tenant has been established and the tenant (i.e. the petitioners) has been declared as defaulter. It is also submitted that this argument was raised in FRA No.1218/2001 (old High Court FRA No.35/2001) and it was submitted before the appellate Court that while joining the above named respondent No.4 as sole respondent No.1 in the said FRA the rent case should be remanded back to the trial court for adjudication in regard to the relationship of the landlord and tenant as a genuine person has come forward while claiming to be the landlord of the premises, which is occupied by the petitioner above named, as the previous findings of relationship between landlord and tenant by the trial court has become doubtful and suspicious on the basis of which the tenant (i.e. petitioner) cannot be ejected from the premises in question, which will ultimately mean and result into that the intervener whose name has been substituted has become owner and landlord of the premises in question without any documentary proof. The appellate court committed illegality by not remanding the case to the trial court. Lastly, stated that in the light of the above submissions this is a fit case in which order may be passed for remand of the rent cases No.964/1986 to the trial Court with directions to record evidence of respondent No.4 for the purpose of deciding the preliminary issue of relationship of landlord and tenant and its allied affairs, which are the subject matter of the dispute.

5. Conversely, written synopsis filed on behalf of the respondent states that Rent Case No.946/1986 was filed by respondent/applicant. Haji Saluddin (late) father of the applicant, the previous owner, had inducted (late) Sirajuddin, father of the petitioners, inducted as tenant

in respect of Office No.146/147, at the rate of Rs.325/- per month, vide tenancy agreement dated 25.03.1972. In the year 1976, Al-Noor Chambers, demised premises was officially partitioned through a court decree dated 27.02.1976 in Suit No.1969/1976 by XIIth Civil Judge Karachi South, and the respondent/applicant became the exclusive owner of the demised premises. It is also stated that (late) Sirajuddin (original tenant) got the said property mutated in the name of Nooruddin, the respondent and himself identified Nooruddin in the Deed of Declaration. It is also stated that (late) Sirajuddin became tenant of respondent Nooruddin with effect from 01.07.1976 in respect of Office No.146/147, Al-Noor Chambers, Preedy Street, Saddar Karachi and rate of rent was agreed at Rs.900+90 per month. It is also stated that from 01.01.1977 (late) Sirajuddin Sheikh stopped payment of rent and after his death his legal heirs have failed to pay the rent upon which on 04.09.1985 legal notice was sent, which was served however neither the monthly rental was offered to the respondent/applicant nor any reply of said notice was received. Consequently, the rent case was filed against the petitioners, which was allowed by the Rent Controller. The said order of the learned rent controller was subsequently upheld by the learned 1st Additional District and Sessions Judge, Karachi (South). It is also stated that the alleged rent agreement dated 27.03.1982 and 27.03.1986 are bogus as the property was transferred and mutated in the name of respondent Nooruddin vide Court order dated 27.02.1976, hence these subsequent agreements have no value in the eyes of law. It is also stated that the witness of the petitioners in his cross-examination has clearly admitted that his mother never paid / tender rent in the name of Nooruddin after this case. It is also stated that from the copy of MRC bearing No.1126/1989 filed by the petitioners, approximately after three (3) years of filing of the rent case, it reflects that the same was filed in the name of previous owner and such fact clearly establishes default on the part of the petitioners. It is also stated that learned courts below have not committed any illegality and irregularity while passing the orders, impugned in the present proceedings, as the issue of default is very much clear. Lastly, stated that the law laid down by the Hon'ble Supreme Court on this point is very much clear, that institution of rent proceeding is sufficient for landlord to prove his ownership and Notice

Under Section 18 is not required. In support of the above respondent/applicant relied upon the following case law:

- i) 1986 SCMR 751
- ii) 1987 CLC 2439
- iii) 1990 MLD 2300

6. Learned Rent Controller for deciding the ejectment application filed by respondent No.1, framed the following issues:-

- 1. Whether the relationship of landlord and tenant existed between the applicant and opponent?
- 2. Whether the opponent No.1 has sub-letted premises to the opponent?
- 3. Whether the opponent have committed willful default and has not paid rent to the applicant with effect from January, 1977?
- 4. What should the order be?

7. The record transpires that the learned Rent Controller after recording of evidence and hearing the counsel for the parties while deciding Issues No.1 and 3 in affirmative and Issue No.2 in negative allowed the ejectment application of respondent No.1 on 22.05.2000, and directed the petitioners to vacate the demised premises and handover physical possession to respondent No.1.

8. The present petitioners/opponents preferred Appeal being FRA No.1266/2000 in this Court, which was subsequently, in the light of the amendments made in the Sindh Rented Premises Ordinance, 1979, transferred to the Court of 1st Additional District and Sessions Judge Karachi (South) through the District Judge Karachi South which was numbered as FRA No.1172/2001 who after hearing the parties while upholding the decision of the learned Rent Controller, dismissed the said appeal on 19.10.2005 with directions to the petitioners to vacate the physical possession of the premises in question and handover the same to respondent No.1 within 30 days from the date of said order, failing which executing Court shall issue writ of possession without any notice with police aid and break opening the lock. The order passed by the learned Additional District and Sessions Judge appears to be well reason order, relevant portion whereof, for the sake of ready reference, is reproduced as under:-

“From the perusal of record it appears that predecessor in interest of opponent, i.e., Sirajuddin Shaikh advocate was the tenant in original who expired on 28.06.1985, whereas ejection application was filed on 20.07.1986 as such wherever, the word opponent in ejection application is mentioned it will be used for present appellants and wherever action in the past were done by the original late tenant i.e. Sirajuddin Shaikh will be attributed & deemed towards the present opponents, and the present opponents shall have to bear the consequence of their predecessor in interest, such as default.

In view of the discussion the case law cited on behalf of appellant i.e. 1996 SCMR 336, 1997 CLC 685; PLD 1964 S.C. 68 are not applicable in the present case hence, distinguished.

So far as the point of service of notice of S.18 of Sindh Rented Premises Ordinance is concerned it is now well settled law that such notice can be dispensed with if the tenant has knowledge through any other mode. In the present case the judgment and decree dated 27.02.1976 passed in suit No. 1969 of 1975. The opponent Israrul Haque in his cross admitted that it is correct to suggest that by virtue of judgment and decree in suit No.1969 of 1975 Nooruddin became the owner of the suit premises. He voluntarily stated that he became owner of only 10% of the whole property i.e. Noor Chamber.

The said opponent/appellant No.1 did not disclose that what premises fall under 10% of the whole property i.e. Noor Chamber. In this regard the Award makes it clear as stated above and relevant para-5 is again reproduced here as under:

5. The area demarcated in the map and shown as E shall exclusively belong to and be owned by and be possessed by defendant No.4 and bounded by A, B, C, D, E, F & G to A consisting of shops and cabins Nos.55,56, 57, 75, 76, 77, 78, 79, 80, 81, 82, 83, 94, 94-A, 95, 96, 97, 98 cabin, I floor office bearing No.125 to 129, 148 to 153, II floor offices bearing Nos. 131, 232, 250, 250, 252 to 256, III floor offices bearing Nos. 325,333, 337, 338.

The claim of the appellants/opponents is that their deceased father the original tenant and they were paying rent to the mother of the applicant even after the passing of the above decree in S.No.1969 of 1975 such tender of rent which is neither admitted by respondent/applicant, even if treated to be true for the sake of argument shall not be a proper tender. As in the said decree the present applicant was exclusive owner of demise premises which decree was in the knowledge as well. In view of this decree the legality of agreement dated 27.03.1982 itself becomes doubtful. This decree was passed in view of fact that both said parties by declaration of the oral gift of the said property to their children on 18.06.1975 and on 27.02.1976 said decree was passed, as of course the father of appellants was signatory witness in said declaration and in the suit proceeding then i.e. Suit No. 1969 of 1975 how he can ask the parents of the respondent to state in the agreement dated 27.03.1982 to be called as owner of the said demise premises and accept this claim of ownership. The late father who was also an advocate for the said parties, how could have executed this agreement dated 27.03.1982 with the present respondent's parents.

Furthermore in clause-2 of the said agreement it is provided as under:

2. That the rent w.e.f. 01.03.1989 shall be paid by the party of the other part to the party of the one part before the 5th of every month and his fees shall not be hereafter adjustable towards rent but paid to him separately.

The opponent No.6 Izharul Haq Shaikh in Para-7 under additional plea in his written statement has stated as under:

“The rent w.e.f. 01.03.89 @ Rs.325/- per month is being deposited in court by Mst. Rehmat the widow of Sirajuddin Shaikh, Advocate, opponent No.2 in the name of Mst. Noor Begum landlady and she has already deposited rent upto 31.12.1992.”

[Underlining is to add emphasis]

All other opponents who filed their written statement on 02.03.1987 & 20.09.1986 stated in para-3 & 4 of their written as under:

That the allegations with to defaults and /or subletting are false and uncalled for.

Now in view of the above facts as stated in the pleading of the appellants/opponents in their written statements one fact has come on record that the rent even if deposited in court w.e.f.01.03.1989 at the rate of Rs.325/- P.M was never tendered personally to any landlord either mother of the present applicant nor personally to the applicant. Hence, it is well settled principle of law that such deposit directly in court in MRC without personally tendering the rent to the landlord is not valid. Reliance is placed on case law reported in 1999 YLR 16 (a) & 1999 AC 630 (b) wherein held under:

1999 YLR 16 (a).

..S.10—Scope of Sind Rented Premises Ordinance, 1979---- Rent, payment of – Mode--- Provision of S.10 was enacted to protect interest of both, landlord and tenant --- Tenants were permitted to send the rent either by postal money order or to deposit the same with Rent Controller within whose jurisdiction the tenement was situated--- only pre-condition for adopting such mode was that there must be refusal or avoidance on the part of landlord to receive rent.

1999 AC 630 (b).

...S.10(3)—Refusal of rent by landlord---It is incumbent upon tenant to remit the rent to landlord through postal money order and on landlord’s refusal to accept money order, tenant can deposit rent in Court--- Rent deposited in court by tenant without compliance with this requirement of S.10(3) would not be tender or payment of rent--- Tenant in such case would be a defaulter and liable to ejectment as defaulter.

Further it has also come on record that no any tender of rent through money order was also not made in such case as well deposit of rent in Court MRC is not valid. Reliance is placed on case law reported in 1999 AC 638 (a) & 1999 Ac 630 (a) wherein held as under:

1999 AC 638(a)

Deposit of rent MRC would be improper and invalid when no attempt at all was made to deposit rent through money order

1999AC 630(a)

Tenant would be defaulter when he deposited rent in court in Misc. Rent Case without compliance with requirement of S.10(3) of S.R.P.O. where under rent can be deposited in court after tenant had remitted rent to landlord through postal money order.

The learned advocate for the appellant has relied upon case law reported in 1987 CLC 1753 and 1980 SCMR. Both these case law cannot be relied upon in present case as the present respondent/applicant was exclusive owner of demise premises as award which was made basis of decree. The appellant had only 10% share in the property. The whole Noor Chamber was stated to be the property & the 10% share of present respondent/Applicant includes demise premises along with other shop etc. exclusively to his own share. Thus said case law stands distinguished.

[Underlining is to add emphasis]

So far as the question of minors is concerned at present all such minor have attained majority and none has come forward to explain in the memo of appeal or thereafter as to what prejudice was caused to them by the said impugned order. Further when blood relations of said minors including mother, brother and sisters did not come forward to become guardian ad-litem for the said minor, the non-appearance of Nazir cannot be set up as a defence for reversing the findings of the learned Rent Controller which was resisted by other adult members of minors' family. Thus minor was represented through Nazir and for any negligence by Nazir, why the respondent/applicant should suffer and family elders did not come forward to become guardian.

The offshoot of above discussion is that the findings of learned Rent Controller on the point of relationship and default requires no interference, as such present appeal stands dismissed as same merits no consideration. The appellants/opponents are directed to vacate and hand over the possession of the demised premises to the respondent/applicant within 30 days from the date of this order, failing which executing court shall issue writ of possession without any notice, with police aid and break opening the lock.”

[Underlining is to add emphasis]

9. From perusal of the above order, it appears that the grounds/objections raised by the petitioner in the present petition, more or less, are the same, which were raised before the appellate Court, and the said objections appears to have been dealt exhaustively by the learned 1st Additional District and Sessions Judge Karachi (South) in the impugned judgment.

10. In the present case the main contention of the petitioners is that both the learned courts below have failed to consider the agreement dated 27.03.1982, whereby the monthly rentals were adjusted till 28.2.1989, which assertion appears to be wrong as both the learned courts below, while passing the orders impugned herein have given due consideration to this documents, which fact is also reflected from the impugned orders as well. In this regards, besides the findings arrived at by the learned courts below in the impugned orders, it is well settled principle that whenever any document/instrument is disputed /challenged then burden heavily lies on the shoulders of beneficiary of the transaction to prove the document as well as the original transaction. Reliance is placed upon the judgments reported as *Fida Hussain v. Murid Sakina* (2004 SCMR 1043). Furthermore, the Honourable Supreme Court of Pakistan in the case reported as *Syed Shabbir Hussain Shah and others v. Asghar Hussain Shah and others* (2007 SCMR 1884), has observed that execution of a document would mean series of acts, which would complete the execution and mere signing or putting thumb mark would not amount to execution in terms of Article 78 of Qanun-e-Shahadat Order, 1984. It is further held in the said landmark judgment that a document, which is not proved, is inadmissible in evidence unless strict proof is waived. In the present case, when the respondent/applicant disputed the execution of the agreement dated 28.02.1989, the petitioners/opponents being the beneficiary were bound to prove the execution of the said agreement through reliable evidence, but the petitioners /opponents failed to prove the same.

11. As regards the issue relating to the effect of change of ownership of demised premises, during the pendency of the rent proceedings, from respondent No.1 to respondent No.4 by virtue of an award, outcome of some family settlement, in the present dispute, in my opinion the said change of ownership of demised premises will not have any bearing on the present case as firstly the said event of change of ownership was subsequent to the filing of the rent case, secondly the rent case was not filed on the ground of personal need, thirdly the change of ownership was between respondent No.1 and respondent No.4 who, inter se, are brother and sister, and the change of ownership was done due to some

family settlement and there is no dispute between respondent No.1 and respondent No.4 and further after becoming owner of the demised premises respondent No.4 has stepped into the shoes of respondent no.1 and whatever be decision in the present case the same would be binding on respondent No.4, as well, hence the ground/objection of the petitioners that since the ownership of the demised premises has been changed, therefore, the case may be remanded to learned Rent Controller for a decision afresh, is misconceived, and thus untenable in law.

12. From perusal of present petition as well as written synopsis filed on behalf of the petitioners, available on record, it appears that petitioners through the present petition have sought reappraisal of the evidence by this Court to arrive at a conclusion other than what have been arrived at, concurrently, by the learned courts below. In this regard, it is a settled proposition of law that in rent matters, where there are concurrent findings of facts recorded by the Courts below against the petitioner, this Court under its Constitutional jurisdiction cannot reappraise the entire evidence in the matter, as such jurisdiction besides being discretionary in nature is very limited and not plenary in nature. Reliance can be placed on the case Messrs MEHRAJ (PVT.) LTD. v. Miss LAIMA SAEED and others (2003 MLD 1033), wherein, this Court while discussing the scope of constitutional jurisdiction vis-a-vis rent case, observed as follows :

“In this context it may be observed that by conferring only one right of appeal under section 21 of the Sindh Rented Premises Ordinance, 1979 the legislator in its wisdom seems to have tried to shorten the span of litigation in rent cases. In such circumstances interference by this Court in exercise of its Constitutional jurisdiction under Article 199, in the judicial orders passed by the Tribunals, merely on the ground that another view of the matter is also possible, would not serve any other purpose but would add to the misery of prolonged litigation for the parties and would defeat the spirit and object of the statute. The dictum laid down in the case of Secretary to the Government of the Punjab (supra) also postulates similar view and is fully applicable to the facts and circumstances of the present case. No case for interference in the concurrent findings of facts recorded by the two Courts below is thus made out.”

13. The upshot of the above is that in the instant case the two Courts below have given concurrent findings of facts against the petitioners, against which the petitioners have not been able to bring on record any

concrete material or evidence, whereby, such findings could be termed as perverse or having a jurisdictional defect or based on misreading of fact. In the circumstances, no case for interference is made out, hence the present constitutional petition stands dismissed.

JUDGE

Karachi

Dated: 27.02.2017

Jamil