

**ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI**

F.R.A. No.21 of 2021

Kamran Hussain & another

Versus

Mst. Dilshad and another

Date	Order with signature of Judge
------	-------------------------------

1. For orders on CMA 2382/21
2. For orders on CMA 2383/21
3. For hearing of main case
4. For orders on CMA 2384/21

Dated: 30.04.2021

Mr. Muhammad Mushaffy for appellants.

-.-.-

A tentative rent order was passed on 21.01.2021 for the deposit of arrears of rent, as disclosed in the ultimate paragraph of the order. The order was not complied with and ultimately defence was struck off vide impugned order dated 11.03.2021. The appellant has now filed this FRA on the count that in fact appellants entered into a sale agreement with respondent No.1 and have paid huge amount and consequently they were not liable for any payment towards arrears of rent, either in the enhanced form or with compound interest accrued thereon.

I have asked learned counsel for appellants if any original rent without any enhancement or compound interest was paid for the subject period, counsel declined in view of fact that there was a sale agreement and referred to a letter available at page 113 of the file. This letter is silent if possession was entrusted to the appellants in part performance of sale agreement and so also the agreement at page 105 is silent in this regard. Thus, the possession of the premises could only be deemed to be possession as a tenants and nothing else. The defence was lawfully struck off as rent could not be withheld on such counts, as refereed above. The appeal as such is misconceived and is accordingly dismissed along with listed applications. The appellants are however are at liberty to pursue their remedy for the performance of the agreement before the Court having jurisdiction as they have stated to have filed such suit for specific performance of the aforesaid agreement.

Judge