ORDER SHEET IN THE HIGH COURT OF SINDH, KARACHI **CP.No.S-1274 of 2019**.

Date	Order with signature of Judge

- 1. For hearing of CMA No. 6000 of 2019. (Stay)
- 2. For hearing of main case.

21st January 2020

Mr. Ahmed Khan Lund, advocate for petitioner. Mr. Anand P. Kumar, advocate for respondent No.1

Heard and perused the record. It would be conducive to refer

paragraphs No. 7 and 8 of the judgment passed by the appellate court,

which are that:-

"7 As regards relating to default in payment of rent, the respondent/landlord contended that the opponent was inducted as tenant into demised premises referred above, on monthly rent of Rs.28,000/- p.m. and to this effect, he has produced the tenancy agreement dated 09.12.2016. To this effect, the version of the respondent is that appellant failed to pay the monthly rent w.e.f. November, 2009 and urged that default and rate of rent as claimed by the respondents on the part of the appellant proves from tenancy agreement. The appellant claimed that vide lease agreement dated 03.11.2016 he paid Rs.20,00,000/- to the applicant No.1 as security deposit and rate of rent was agreed to the tune of Rs.5000/- p.m. Before further deliberation, it would be advantageous reappraise the relevant portion of the cross examination of witness Gunsham Das, and in light of scrutiny thereto, it shows that he has endorsed genuineness of the tenancy agreement dated 09.12.2016 and not supported the lease agreement dated 03.11.2016. It is pertinent to mention here on both tenancy agreements. The witness Gunsham Das is cited, who supported the execution/contents of tenancy agreement dated 09.12.2016 and not to the lease agreement dated 03.11.2016 and by virtue of tenancy agreement, the rate of rent is Rs.28,000/per month to be paid in advance, on or before 5th of each English calendar month. In this respect, it is noticed that as per record, the demised premises was purchased by the respondent on 09.12.2016 while the agreement of lease produced by the appellant at Exh. O/1 showing that the same was executed on 03.11.2016, meaning thereby that the agreement of lease was executed before purchasing of the demised premises, which is not appealable to a prudent mind. It appears that on 03.11.2016 the respondents were not competent to execute lease agreement dated 03.11.2016, hence the learned trial court rightly observed that the said lease agreement dated 03.11.2016 is not confidence inspiring document.

8. I have gone through the discussion of the learned trial court with regard to the tenancy agreement as well as lease agreement, it is submitted that the learned trial court rightly observed view as Rent Controller regarding the fate of the

dispute viz: rate of rent and default on merits. From the above discussing and in light of facts and circumstances, the learned trial court also rightly opined that the appellant in his own version deposed that he has paid the rent at the rate of Rs.5000/-, hence monthly rent deposited in MRC was short of Rs.23,000/-"

2. I have perused the judgments of both courts below minutely in juxtaposition of arguments raised by learned counsel for the petitioner and am of the view of that there is no illegality committed by both courts below. Accordingly, instant petition is dismissed alongwith listed application.

JUDGE

M.Zeeshan