



affidavit in evidence. The opponent placed reliance over the cheques and bank statement to establish his claim that he is paying the rent to applicants No:1 & 2. However, he has failed to establish that such said cheques were actually given to applicants No: 1 & 2 as rent whereas on the contrary the applicants No:3 has produced deposit slip at Ex: A/10, which shows that the cheque bearing No: 00987336 of Rs.80,000/- of HBL was deposited in the account of Murtaza and Zafar Pishori i.e. applicants No:3 and similarly produced deposit slip as Ex: A/11 which shows that the cheque bearing No: 4631357 of Rs: 132,000/- of UBL was also deposited in the account of Murtaza and Zafar Pishori i.e. applicants No:3, whereas he in his cross-examined denied and submitted that it is incorrect to suggest that I issued cheque No: 00987336 of RS:80,000/- to applicant No:3.

17. It is worth mentioning here that the opponent has took the stance that he is regularly paying rent to applicants No: 1 & 2. Admittedly the opponent has not produced any single rent receipt to suggest his payment of rent to applicants No: 1 & 2. It is pertinent to note that the opponent is also tenant of shop No: situated in the same property known as Adnan Centre and are admittedly tenant of applicants No: 1 & 2. In this context, the opponent was put a question by the counsel of applicants to which he replied that *"it is fact that whenever we paid rent of shop No: 40 we received such receipt."* Whereas in respect of shop no 23 i-e the demised premises he replied that *it is correct to suggest that he did not ask the applicant No: 1 & 2 regarding non-issuance of rent receipt* and to another question he replied that *it is correct to suggest that he did not write letter to applicants No: 1 2, & 3 for non-issuance of receipts.* It does not attract a prudent mind that a tenant who is in occupancy of two shops belonging to single landlord (as alleged) and received rent receipts of one shop and did not receive rent receipt for another shop from the same single landlord. In case the opponent was tenant of applicants No: 1 & 2 he ought to be in possession of rent receipt for the shop No:23 in the same way as he is in possession of rent receipt of shop No:40 as produced by him as Ex:O/8 & O/9.

18. It would be worth mentioning here that the opponent in support of his claim produced his witness namely Naveed Ahmed who filed his affidavit in evidence as Ex: OW/ 1. In his cross-examination, the witness totally denied the assertion/ claim of opponent and stated that, *"it is in my knowledge that my father secured shop No: 23 on tenement from applicants No: 3"*. He further mentioned that *" it is correct to suggest that I went to applicant No: 3 at their factory premises to pay the rent."*In view of above facts reasons and admission on the part of opponent's witness, I am of the irresistible view that there is relationship in between applicant No: 3 and opponent of sub-tenancy, hence this issue is answered in Affirmative. 19. Now I would revert to issue No: 3. Suffice is

to say that the entire episode of opponent mentioned in his written statement as well as in affirmative.

19. Now I would revert to issue No: 3. Suffice is to say that the entire episode of opponent mentioned in his written statement as well as in affidavit in evidence is that he is tenant of applicants No: 1 & 2 and is paying rent to applicants No: 1 & 2 at the rate of Rs: 2500/- per month hence not paying rent to applicants no 3. However, in view of discussion made in issue No: 1 & 2 it is well established now that the opponent is sub-tenant of applicants No: 3 in respect of rented premises and admittedly the opponent is not paying rent to applicants No: 3 from the month of May 2014, therefore, in view of the above discussion, I am of the considered opinion that the opponent has committed willful default in payment of monthly rent, therefore, issue No: 3 is also answered in Affirmative."

4. Here I also find it appropriate to reproduce the relevant paragraphs of the judgment passed by the appellate court, which are as under:

"It is the contention of the appellant that the attorney of respondents No.1 & 2 admitted that appellant is not their tenant; therefore, the ejection application is not maintainable but this contention carries no weight for the reason that the respondents No.1 & 2 are admittedly the owners of the demised premises, whereas, the appellant admits himself to be tenant in the demised premises. Being the owners, the respondents No.1 & 2 are the landladies and they are competent to file ejection application against the appellant. Though the respondents denied that appellant is their tenant but it has not been denied that appellant is a tenant in demised premises, therefore, the relationship of landlord and tenant exists between the parties. It is next contended by the learned counsel for the appellant that the respondent No.3 is the tenant and he cannot be said as landlord; therefore, without impleading respondent No.3 as opponent in the rent proceedings the ejection application is not maintainable against the appellant. This contention is also without force for the reasons that the respondents failed to prove the sub-tenancy against the appellant; therefore, the respondent No.3 becomes irrelevant in the proceedings. The ejection case was filed on the ground of default in payment of rent by respondents No.1 & 2 against appellant. The authority relied upon by the learned counsel for the appellant is also different from the facts and circumstances of the present case. In the cited authority it was held that Tenant who sublets premises without permission of landlord --- Does not become landlord of sub-tenant---In such case, Rent Controller would have no jurisdiction to entertain eviction application filed by the tenant against sub-tenant in view of absence of landlord/tenant relationship between tenant and sub-tenant". But in the present case the eviction application has been filed by respondents No.1 & 2 together with

respondent No.3. As has discussed above the respondents No.1 & 2 are the owners of the demised premises and comes within the definition of landlord and the appellant admitted him the tenant of the demised premises, thus, the ejectment application is very much maintainable and there exists the relationship of landlord and tenant between the parties”

5. It is pertinent to mention here that captioned petition fall within the *writ of certiorari* against the judgments passed by both courts below in rent jurisdiction and it is settled principle of law that same cannot be disturbed until and unless it is proved that same are contrary to evidence or against the basic of principles of rent jurisdiction. Since counsel for the petitioner has failed to point out any material illegality in the orders passed by the Courts below, hence, instant petition is dismissed alongwith pending applications. However, petitioner shall evict the premises within two months from today.

JUDGE