IN THE HIGH COURT OF SINDH AT KARACHI

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
CP.No.S-761 of 2020.

Date | Order with signature of Judge

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1. For orders on CMA No. 2510 of 2020 (U/A).
2. For orders on CMA No. 2511 of 2021/
3. For orders on office objection at "A".
4. For orders on CMA No. 3949 of 2020 (Ex/A).

03rd May 2021

Mr. Patras Payara, advocate for petitioner.

Since petitioner is claiming that he was indicted in demised premises as tenant; during tenement he entered into a sale agreement with the owner (Landlord), hence, tenancy has ceased to exist. It is settled proposition of law that if tenant comes with the plea that he has purchased this property, tenant has to vacate this property. Reference may be made to ***Abdul Rasheed v. Maqbool Ahmed & others*** **2011 SCMR 320** wherein it is held as:-

> 5. … It is settled law that where in a case filed for eviction of the tenant by the landlord, the former takes up a position that he has purchased the property and hence is no more a tenant then he has to vacate the property and file a suit for specific performance of the sale agreement whereafter he would be given easy access to the premises in case he prevails……. Consequently, the relationship in so far as the jurisdiction of the Rent Controller is concerned stood established because per settled law the question of title to the property could never be decided by the Rent Controller. In the tentative rent order the learned Rent Controller has carried out such summary exercise and decided the relationship between the parties to exist.

At this juncture, counsel for the petitioner contends that petitioner is ready to evict the premises in question if sufficient time of at least one year is granted. Accordingly, instant petition is disposed of alongwith pending applications with direction to the petitioner that he shall evict the demised premises within 08 months from today and ensure that possession is handed over to respondent No.1 (landlord), as well he shall pay rent and all utility bills alongwith arrears, if any, of that premises. In case of default either in payment of rent or to vacate the demised premises within the stipulated period of time, Executing/trial Court even without filing of execution shall ensure that possession is handed over to the landlord/ respondent.

J U D G E

SAJID