

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

Suit No.1663 of 2021

Date	Order with signature of Judge
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1. For orders on Nazir report dated 5.10.21.
2. For hearing of CMA 12063/21
3. For hearing of CMA 16186/21
4. For hearing of CMA 16188/21
5. For hearing of CMA 18057/21
6. For hearing of CMA 13634/21

Dated: 17.10.2022

Mr. Saadi Sardar for plaintiff.

Mr. Abdul Haleem Siddiqui for defendants No.1 and 2.

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On the strength of letter of intent plaintiff has filed this suit for declaration and damages. The declaration that is being sought in respect of Football Ground, located at Khayaban-e-Rahat, Phase-VI DHA, Karachi. All that plaintiff enjoyed in pursuance of letter of intent, is a permission to use the aforesaid ground and the best status that could be attributed to the plaintiff, after going through the letter of intent, is that plaintiff is only a licensee and that too on payment of license fee. Plaintiff does not enjoy a status as better than a licensee. In addition to it, it is claimed that substantial amount towards license fee as disclosed in letter of 30.09.2021 issued by Pakistan Defence Officers Housing Authority in the sum of Rs.25 Million, is outstanding. The money claim is defended on account of prevailing pandemic situation and also that when they defaulted in payment of dues/fee, the subject football ground was virtually not in use and that they have not been able to arrange license fee, whereas, as is evident from the record the license fee to a large extent was reduced by DHA on the ground of Covid pandemic.

Be that as it may, plaintiff on the strength of letter of intent, as being licensee of the subject ground, cannot enjoy the privilege to restrain defendant from dealing with their property and plaintiff consequently cannot file this suit for declaration on the strength that they were in possession of the subject football ground. Yes, they were in possession but such possession is only a permission to occupy under the license. At the most if plaintiff could claim that license agreement or letter of intent was terminated and/or possession of the ground in question was resumed by the defendants without a plausible and lawful ground they could claim damages, which they have done in the instant suit.

Above being the situation, I do not see any prima facie case in favour of plaintiff; the balance of inconvenience also is not in favour of plaintiff hence I deem it appropriate to dismiss the injunction application bearing CMA No.12063/2021 and recall interim order passed on 30.09.2021.

Judge