

ORDER SHEET
THE HIGH COURT OF SINDH, KARACHI
C. P. No.S-495 of 2023

Dated: Order with signature of Judge(s)

- 1.For orders on CMA No.3852/2023.
- 2.For orders on CMA No.3853/2023.
- 3.For hearing of Main Case.

Dated of Hearing : 18 May 2023.

Petitioner : Rabia Jamal through
M/s. Munir Ahmed Gilal and Sunil Ali
Memon, Advocates.

Respondents : Mst. Nargis Akhter & Others.

ORDER

Mohammad Abdur Rahman, J. The Petitioner impugns the judgment dated 19 April 2023 passed by the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South) in FRA No.291 of 2022 upholding an order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021.

2. The Respondent No. 1 is the owner of a flat situated on the 5th Floor, Plot No.RC-5/76, Nargis Ishtiaq Building, Gazdar Colony, Jamila Street, Gazdarabad, Karachi (hereinafter referred to as the "Said Tenement") of which the Petitioner is a tenant.

3. The Respondent No. 1 instituted a Rent Case No. 302 of 2021 before the Respondent No. 2 claiming possession of the Said Tenement under Clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 alleging that the Tenant had defaulted on the payment of Rent and also under Clause (vii) of Sub-Section 2 of Section 15 of the Sindh Rented Premises Ordinance, 1979 alleging that the Applicant required the Said Tenement for his personal use in good faith.

4. Rent Case No. 302 of 2021 was heard by the Vth Rent Controller Karachi (South) who after hearing of both parties, framed the following issues:

- “ ...
1. Whether opponent obtained rented premises on Pagri and purgee debars applicant from instituting present ejection application under Sindh Rented Premises Ordinance, 1979?
 2. Whether opponent committed default in payment of rent?
 3. Whether rented premises i.e. Flat on 5th Floor is required to applicant for her personal bonafide use?
 4. What should the decree be?”

5. The Vth Rent Controller Karachi (South) granted Rent Case No. 302 of 2021 and ordered the eviction of the Petitioner from the Said Tenement on the basis that

- (i) the Petitioner had failed to adduce any evidence showing the payment of any “Pagri” and as such her claim that she has received possession the Said Tenement as against the payment of such “Pagri” remain unproved;
- (ii) while rent had been duly paid until June 2018, when the rent of the Said Tenement was not paid for the month of July 2018 the same was not deposited in the name of the Respondent No. 1 in MRC No. 939 of 2018 before the Vth Rent Controller Karachi (South), rather it was deposited in the name of her son on 2 October 2018 which was three months after the rent came to be payable in July 2018 resulting in a default on the part of the Petitioner on her obligation to pay rent to the Respondent No. 1;
- (iii) the Respondent No. 1 had appeared in the witness box and had stated that she required the Said Tenement her personal use in good faith as her two sons are residing in the

4th floor of the same building in which the tenement is located thereby making it convenient to her to live in the close proximity to her two sons.

6. That Petitioner assailed the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 by instituting FRA No. 291 of 2022 under Section 21 of the Sindh Rented Premises Ordinance, 1979, before the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South), who after hearing the parties on 19 April 2023 was pleased to hold that:

- (i) the Petitioner had defaulted on her obligation to pay rent to the Respondent No. 1 as:
 - (a) the Petitioner had failed to show that the Respondent No. 1 had refused to receive the rent for the month of July 2018 and therefore no basis existed for instituting MRC No. 939 of 2018 before the Vth Rent Controller Karachi (South)
 - (b) the payment of the rent in MRC No. 939 of 2018 before the Vth Rent Controller Karachi (South) was being made in the name of the son of the Respondent No. 1 and not in the name of Respondent No. 1; and
 - (c) the rent for the month of July 2018 to October 2018 was paid three months late i.e. in October 2018.
- (iii) That as the Respondent No. 1 has entered in the witness box and stated that she required the Said Tenement for her personal use in good faith and the Petitioner had specifically clarified that she had demanded a sum of money of

Rs.2,000,000 to vacate the premises was sufficient to show that the requirement of the Respondent No. 1 was in good faith while the conduct of the Petitioner was mala fide.

7. Against the order dated 18 April 2023 passed by the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South) in FRA No. 291 of 2022 which upheld the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 the Petitioner has preferred this Petition under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973 arguing that:

- (i) The Petitioner has paid a "Pagri" to the Respondent No. 1 and as such should not be ejected.
- (ii) That the order dated 18 April 2023 passed by the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South) in FRA No. 291 of 2022 and the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 each were illegal as they failed to properly appreciate the evidence on record

The advocate for the Petitioner relied on no case law in support of his contentions at the time of the hearing of this Petition.

8. I have heard the counsel for the Petitioner and perused the record.

A. PAGRI

9. The first issue that has been raised by the Petitioner is that she had paid Pagri to the Respondent No. 1 and therefore could not be evicted from the Said Tenement.

10. This issue in respect of the impact of the payment of Pagri and the rights that emanate therefrom in respect of tenements regulated by the Sindh Rented Premises Ordinance, 1979 has been extensively dealt with by our courts. It has been held that the obligations arising out of an agreement involving the payment of "Pagri" even if recorded in writing could not override the statutory rights conferred under Section 15 of the Sindh Rented Premises Ordinance, 1979 on a landlord to evict a tenant.¹ It has also been held that the amount paid as "Pagri" cannot be adjusted as against rent payable by a tenant to a landlord to defend a case of default.² Finally in **Tahira Dilawar Ali Khan vs. Mst. Syeda Kaneez Sughra**³ where it is claimed that the payment of an amount as Pagri would entitle a person to a lease in perpetuity it has been held that such a right could not be established unless the document recognizing such a right was registered under Section 17 of the Registration Act, 1908. Anwar Zaheer Jamali, J (as his Lordship then was) elaborated that:⁴

" ... 23. The submissions of Mr. Mushtaq A. Memon as regards payment of Pugri by the petitioners predecessor; creation of lease in perpetuity vide tenancy agreement, dated 21-12-1967; and temporary engagement of the son of respondent No.1 to earn some livelihood (as admitted by the landlady in her cross-examination) as grounds for disqualification of respondent No.1 for seeking eviction of petitioners from the rented shop, have also no force as payment of Pugri, (though also disputed by respondent No.1) has not been accepted by the Superior Court as bar for seeking eviction of tenant under section 15(vii) of the Sindh Rented Premises Ordinance, 1979. Similarly the claim of lease in perpetuity in respect of rented shop in favour of petitioners, cannot be accepted on the basis of tenancy agreement, dated 21-12-1967 for more than one reason. *Firstly, the tenancy agreement being unregistered has lost its legal validity for enforcement of rights after expiry of one year (See section 107 of the Transfer of Property Act and section 17 read with section 49 of the Registration Act). Secondly, the claim of personal need has an over riding effect on such alleged terms of lease provided in the tenancy agreement, being against public policy and the provisions of Sindh Rented Premises Ordinance, 1979.*"

(Emphasis is added)

¹ See **Azizur Rehman vs. Pervez Shah** 1997 SCMR 1819 at pg. 1822; **Raees Ahmed Pasha vs. Kamaluddin** 2004 MLD 587 at pg. 591

² See **Mrs. Nargis Latif vs. Mrs. Feroz Afaq Ahmed Khan** 2001 SCMR 99;

³ PLD 2007 Karachi 50

⁴ *Ibid* at pg. 60

11. Regrettably, despite the issue of the obligations arising out of the payment of "Pargi" being settled, the point is raised *ad nauseum* by tenants as a defence to an application under Section 15 of the Sindh Rented Premises Ordinance, 1979. In this Petition, the Petitioner despite alleging the payment of a "Pagri" at the time of entering into the tenancy agreement with the Respondent No.1 has aside from not even mentioning the amount paid, has admittedly failed to adduce any evidence to even substantiate such a fact.

12. Needless to say, even in the event that such proof had been adduced in evidence, it would not have permitted the Petitioner to deny the relationship of a "landlord and tenant" as between the Petitioner and the Respondent No. 1 as such a payment would:

- (i) not create any right, title or interest in favour of the Petitioner unless it was done through a registered document, and
- (ii) not override the statutory rights conferred on the Respondent No. 1 under the provisions of the Sindh Rented Premises Ordinance, 1979

The issue of Pagri was apparently not argued before the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South) as it is not recorded as being argued by the Petitioner in the order 19 April 2023 passed in FRA No.291 of 2022. Even if it was argued and not recorded, I see no infirmity in the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 in respect of the issue of payment of Pagri and as to whether it can prevent the Respondent No. 1 from maintaining an Application under the provisions of the Sindh Rented Premises Ordinance, 1979 and uphold the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 in this regard as being correctly decided.

B. DEFAULT

13. The question as to on whom the burden of proving that the tenant had defaulted on paying the rent, entitling the landlord to evict the tenant under clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 has been decided by the Supreme Court of Pakistan in the decision reported as **Allah Din vs. Habib**⁵ wherein it was held that:⁶

“ ... It is no doubt correct to say that the initial burden of proof lies upon the landlord to establish that the tenant has not paid or tendered rent due by him as required by section 12 (2) I) of the Sind Urban rent Restriction Ordinance, 1959, but it must be appreciated that non-payment of rent is a negative fact, therefore, if the landlord appears in Court and states on oath that he has not received the rent for a certain period, it would be sufficient to discharge the burden that lies under the law upon him and the onus will then shift to the tenant to prove affirmatively that he had paid or tendered the rent for the period in question.”

It is therefore apparent that in the first instance, the Landlord has to adduce evidence to state that he has not received rent. Once the landlord has done so, the burden then shifts onto the tenant to prove that the rent has been duly paid by him. The Respondent No. 1 in Rent Case No. 302 of 2021 has indicated that she has not received the rent of the Said Tenement from the month of July 2018 and which contention has been reaffirmed by the Respondent No. 1 in her affidavit in evidence that was submitted in Rent Case No. 302 of 2021. Once the Respondent No. 1 had made such averments, as per the decision of the Supreme Court of Pakistan in **Allah Din vs. Habib**⁷ the burden to prove that there has been no default on the obligation to pay the rent to the Respondent No. 1 shifts onto to the Petitioner.

14. In her defence the Petitioner has stated that she offered the Rent to the Respondent No. 1 who refused to accept the same and thereafter she

⁵ PLD 1982 SC 465

⁶ *Ibid* at pg. 468

⁷ *Ibid*

attempted to pay the rent through a money order which was also refused and which caused her to deposit the rent in MRC. No. 939 of 2018 before the court of the Vth Rent Controller Karachi South albeit admittedly from the month of October 2018.

15. The provisions of Sub-section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 state as under:

“ ... (3) Where the landlord has refused or avoided to accept the rent, it may be sent to him by postal money order or, be deposited with the Controller within whose jurisdiction the premises is situate.”

The provisions of Sub-Section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 have been interpreted by the Supreme Court of Pakistan in the decision reported as **Mst. Yasmeen Khan vs. Abdul Qadir**⁸ that:⁹

“ ... Although, in view of Section 10 of Sindh Rented Premises Ordinance, 1979, a tenant is supposed to tender rent to the landlord/landlady and in case he/she has avoided or refused then rent is to be sent through money order or deposited in the office of the rent controller .”

(Emphasis is added)

While the proposition is well settled that there must a be refusal on the part of the landlord to receive the rent prior to the tenant sending a postal money order, there is some dispute as to whether after such refusal is made by the landlord, as to whether the tenant must first send a postal money order which also must be refused prior to depositing the rent with the rent controller or in the alternative as to whether the tenant can bypass the sending of a postal money order altogether and directly deposit the rent before the rent controller. As is apparent the interpretation of the word “or” in subsection (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 is critical and it has to be seen as to whether the expression should either be read conjunctively or disjunctively. In **Shaikh**

⁸ 2006 SCMR 1501

⁹ *Ibid* at pg. 1503-1504

Israr vs. Muhammad Arif Khan¹⁰ Anwar Zaheer Jamali, J. (as his Lordship then was) held that:¹¹

“ ... 15. A plain reading of above-quoted provision of law would show that use of word "or", which is normally used in disjunctive sense, in sub-rule (3) of section 10 of the Ordinance at two places is significant. In the first place use of word "or" in-between the words "refused" and "avoided", which carry different meanings, denotes a situation where a tenant can make a valid and legal tender of rent to the landlord despite, as such, there is no refusal of landlord from accepting rent from his tenant but the tenant could show that the landlord by his conduct avoided to accept rent. In the second place use of word "or" in between the two modes of payment of rent prescribed under sub-rule (3) viz. to pay rent by postal money order and deposit with the Controller, visualizes a situation which puts both the modes at par and thus, gives an option to the tenant to follow any of the two modes for tender/payment of rent to the landlord. However, such a construction and interpretation of section 10(3) of the Ordinance giving both options to the tenant may lead to a situation where the tenant may exercise such options for causing harassment and inconvenience to the landlord which may defeat the spirit of subsection (2) of section 10 of the Ordinance. Thus, to give a, more pragmatic and rational interpretation to the above provision of law and to check and restrict such discretion of the tenant to -a reasonable extent, the real test for examining the validity or otherwise of tender/payment of rent would be dependent on examination of overall conduct of the landlord and tenant in each case and the satisfaction of the Controller that whether tender of rent by money order or deposit of rent in the office of Controller, as the case may be, was justified and bona fide or the same was mala fide aimed at causing harassment anti inconvenience to the landlord. In the former case, same will be considered as valid tender/payment in the later case as invalid.”

16. A different interpretation has been cast on this section in the decision reported as **Azeemuddin vs. Mst. Attiga Begum**¹² where Ali Sain Dino Metlo, J. held that:¹³

“ ... 10. It also not necessary that before depositing rent with the Controller it should be sent by postal money order. The modes are independent. Neither of the two modes is dependent upon the other. One may opt for any mode with first trying the other.”

¹⁰ 2001 YLR 442

¹¹ *Ibid* at pg. 446-447

¹² 2008 CLC 1499

¹³ *Ibid* at pg. 1503

17. As the burden is now on the tenant to prove that the requirement of Sub-Section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 were fully complied with before the filing of an application under Sub-section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 seeking permission to deposit rent in Court. It is to be noted that faced with the option of sending a postal money order or directly depositing the rent with the rent controller, the Petitioner choose to send a postal money order. While, if the Petitioner had deposited the rent directly with the rent controller without having first offered the rent to the Respondent No. 1 through a postal money order, there may have been room for the Petitioner to argue that after the Respondent No. 1 had refused to receive the rent, that she had every right to deposit the rent directly with the Rent Controller. However, as the Petitioner has elected to send the rent through postal money order, it was incumbent on her to after the refusal of the Respondent to receive the rent, to obtain an endorsement that the Postal Money Order had also been refused. Suffice to say that prior to each of the refusals being made by the Respondent No. 1, the Petitioner would not have had a right to deposit the rent directly with the Rent Controller in MRC No. 939 of 2018. Such a failure would amount to default and would render the Petitioner liable to being ejected from the Said Tenement under clause (ii) of Sub-section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979.

18. It has also been noted that admittedly the rent that was deposited in MRC No. 939 of 2018 before the Vth Rent Controller Karachi (south) was deposited in the name of the Respondent No. 1 sons and not in the name of the Respondent No. 1. While it would have been permissible for the Petitioner to deposit the rent in MRC No. 939 of 2018 in the name of the son of the Respondent No. 1, in the event that it could be shown that the son was a *“a person who [was] for the time being authorized or entitled to receive rent in respect of such premises”* thereby bringing him within the definition of the expression “landlord” as defined in Sub-Section (f) of

Section 2 of the Sindh Rented Premises Ordinance, 1979, no evidence of any nature has been brought onto the record by the Petitioner to show that rent was being paid by the Petitioner to the Respondent No. 1's son. In the absence of such evidence being brought on the record it would be apparent that rent had being deposited before the court of the Vth Rent Controller Karachi (South) in the name of the Respondent No. 1 son, who was not "*authorized or entitled to receive rent in respect of such premises*" and which would amount to default of the obligation on the part of the Respondent No. 1 to pay rent to the Petitioner rendering the Petitioner liable to be evicted from the Said Tenement. Secondly, it has also been admitted that rent that was payable in the month of July 2018 had been deposited in the month of October 2018 and which would clearly lead to a finding that rent for the period from July 2018 until October 2018 was not paid in a timely manner resulting in the Petitioner having breached its obligation to pay rent to the Petitioner of three months and against which no evidence has been adduced to contradict such a proposition. On the assumption that rent had been correctly been deposited by the Petitioner in the name of the Respondent No. 1's son even then the rent for the month of July 2018 having admittedly been deposited in the month of October 2018 has led me to find that rent for the period from July 2018 until October 2018 was not paid in a timely manner resulting in the Petitioner having breached its obligation to pay rent to the Petitioner for the said Period.

19. For the forgoing reasons, I see no illegality, infirmity or misapplication of evidence in the Judgment dated 19 April 2023 passed by the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South) or in the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 in respect of the issue as to whether the Petitioner had defaulted on is obligation to pay rent in accordance with the provisions of clause (ii) of Sub-Section (2) of

Section 15 of the Sindh Rented Premises Ordinance, 1979 and uphold the same as having been correctly decided by those two courts.

C. PERSONAL USE IN GOOD FAITH

20. The burden of proving the requirement of using the Said Tenement for the personal use of the landlord or the persons identified in clause (vii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 has been considered by the Supreme Court of Pakistan in the decision reported as **Jehangir Rustom Kakalia vs. State Bank of Pakistan**¹⁴ wherein it was held that:¹⁵

“ ... In the impugned judgement (page 14 of paper book). While discussing evidence on the question of bona fide requirement reliance is placed on the case of Hassan Khan v. Mrs. Munawar Begum reported in PLD 1976 Karachi 832, which view was subsequently confirmed in case of Mst. Toheed Khanam v. Muhammad Shamsad reported in 1980. SCMR 593. Rule laid down in the cases mentioned above is that on the issue of personal need, assertion or claim on oath by landlord if consistent with his averments in his application and not shaken in cross-examination, or disproved in rebuttal is sufficient to prove that need is bona fide.”

Regarding the burden of proving the requirement of using a tenement for personal use in good faith, the Supreme Court of Pakistan in **S.M. Nooruddin vs. Saga Printer**¹⁶ has held that:¹⁷

“ ... once the landlord had duly acquitted himself by stating on oath that his requirement is in good faith as understood in law, he should normally be deemed to have discharged his burden, which thereupon shifts to the tenant to who it remains initially to cross examine the landlord and, that being done lead his own evidence in rebuttal.”

21. The Respondent No. 1 has in her Application contended that while admittedly she is the owner of the building in which the Said Tenement is located, as her two sons reside on the fourth floor of the same building that it would convenient for her to live in the Said Tenement and hence

¹⁴ 1992 SCMR 1296

¹⁵ *Ibid* at pg. 1297

¹⁶ 1998 SCMR 2119

¹⁷ *Ibid* at pg. 2123

has maintained Rent Case No. 302 of 2018 for her personal use in good faith. This averment was reiterated by the Respondent No. 1 her Affidavit in Evidence that she had submitted In Rent Case No, 302 of 2018. The Supreme Court of Pakistan has in the decision reported as **Wasim Ahmad Adenwalla vs. Shaikh Karim Riaz**¹⁸ has held that:¹⁹

“ ... 3. Leave was granted to consider the contention that the plea of personal requirement was not bona fide as a flat was available in the same premises which A the respondent did not occupy. The learned counsel for the appellant contended that the respondent is residing in a bungalow in Defence Housing Authority and that it is not imaginable that he would shift in a small house in a dingy and congested locality. He further contended that during the pendency of the case a portion of the house, which was an independent apartment, fell vacant, but the respondent did not occupy it and rented it out to the tenant. On the basis of these facts it is contended that the respondent's need is neither genuine nor bona fide. So far the first contention is concerned the learned counsel for the respondent stated that the respondent is residing in a rented house with his son in the Defence Housing Authority. The contention of the learned counsel for the appellant therefore does not hold water because firstly, the respondent is not residing in his own house, but is residing with his son who has rented out a house in that area, and secondly, in these circumstances if a landlord chooses to reside in his own house which may be in a locality which is much inferior and congested than the place where he is residing on rent, it cannot be termed as mala fide. *It is the choice of the landlord to choose the house or the place where he wants to reside.*”

22. On the basis of the above decisions of the Supreme Court of Pakistan, it is apparent that once the landlord has adduced evidence by stating that they require the Said Tenement for their personal use in good faith, thereafter the burden shifts on the tenant to show either that the landlord did not require the Said Tenement for her personal use in good faith or that the Said Tenement could not be used by the landlord for the purpose as indicated in the Application under clause (vii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979. However, while raising such a contention it is not open to the tenant to allege mala fide on the part of the landlord by adducing evidence to state that the landlord had alternative premises or for that matter that the landlord had alternative premises that were more suitable for the needs of

¹⁸ 1996 SCMR 1055

¹⁹ *Ibid* at pgs. 1056-1057

the landlord. This right to choose from amongst a host of properties that are available to a landlord as to which of those properties the landlord requires for their personal use vests solely with the landlord to the exclusion of all others.

23. I have perused the evidence that has been recorded by the Vth Rent Controller, Karachi (South) in Rent Case No 302 of 2018 and note that while questions were asked of the Respondent No. 1 as to the availability of other premises that may be considered to be more suitable than the Said Tenement for the personal use of the Respondent No. 1, as per the decision of the Supreme Court of Pakistan in the decision reported as **Wasim Ahmad Adenwalla vs. Shaikh Karim Riaz**²⁰ the availability of such other premises cannot amount to mala fide to prevent the Respondent No.1 from maintaining an application under clause (vii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979,

24. I am of the opinion that the evidence adduced by the Respondents No. 1, that she required the Said Tenement for her personal use in good faith, has gone unrebutted and am clear that neither the Judgment dated 19 April 2023 passed by the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South) or the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 suffers from any illegality or infirmity or from any mis-appreciation of evidence on the issue as to whether the Respondent No. 1 required the Said Tenement for her personal use in accordance with the provisions of clause (vii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 and uphold the same as having been correctly decided by those two courts.

²⁰ 1996 SCMR 1055

25. I am therefore of the opinion that neither the judgment dated 19 April 2023 passed by the VIth Additional District Judge (Model Civil Appellate Court) Karachi (South) in FRA No.291 of 2022 nor the order dated 1 November 2022 passed by the Vth Rent Controller Karachi (South) in Rent Case No. 302 of 2021 suffer from any illegality or irregularity in and had on 18 May 2023 dismissed this petition as not being maintainable subject to the modification that the Petitioner would be granted an additional period of 5 months from 18 May 2023 to surrender possession of the Said Tenement to the Respondent No. 1 and the foregoing are the reasons for that order.

JUDGE

Karachi dated 21 July 2023