



said petition was disposed of vide order dated 13.11.2023; that on 04.09.2024, the respondent No.2 at the behest of respondent No.3, without any prior notice, entered the petitioner's premises with heavy machinery and police party illegally and demolished the structure; hence, this petition has been preferred by the petitioner.

Conversely, learned counsel appearing on behalf of respondent No.3 maintains that the subject matter of the instant petition has already been decided in Constitution Petition No.D-5296/2020, wherein the Nazir inspected the property and submitted a report, dated 04.11.2024, confirming the factum of carrying out illegal construction by the petitioner.

Heard and record perused.

It appears that the petitioner has not pleaded that the alleged demolished construction was raised by it with the requisite permission. It may be further observed that petitioner claims its right in respect of its plot by virtue of a registered Assignment Deed, dated 20.02.2025, executed by the respondent No.2 as a "Consenting Party", while the Privatization Commission acted as "Assignor". It is specifically mentioned in clause-13 of the alleged Assignment Deed that *the Assignee (petitioner), without the previous written consent of the Assignor, shall not erect any new buildings or construct permanent roads or way on the said property or make any structural alteration or addition whatsoever, to the building construction in existence upon the said property and every erection alteration or addition, howsoever necessitated or made requisite or desirable, shall be according to such authoritatively approved plans, sections or elevation and specification submitted by the assignee, as the assignor may in writing previously approve of with or without such condition as it may think necessary or*

*desirable to impose and without such previous approval in writing not commence any erection alteration or addition.*

It further appears that, on 29.08.2024, the respondent No.2/SITE issued a notice for removal of encroachment over Nala adjacent to Plot No. D-53. The alleged encroachment has been removed from the Nala, and no demolition has been made over the leased land of the petitioner.

In terms of prayer clause, we are of the considered view that the respondent No.2 being lessor of the subject plot is authorized in law to visit the premises and land for inspection and take action as per its mandate and law in case any construction is made in violation of terms and conditions of alleged Assignment Deed or encroachment is made over services, amenities, etc. Hence, this petition being devoid of any merits is dismissed along with listed application.

JUDGE

JUDGE