

ORDER SHEET
THE HIGH COURT OF SINDH AT KARACHI
Suit No.1633 of 2019

DATE	ORDER WITH SIGNATURE OF JUDGE.
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1. For orders on CMA No.2550/2022 (U/ A)
 2. For orders on CMA No.2551/2022 (u/O 23, R.3, CPC)
-

17.02.2022

Mr. Farhatullah, advocate for plaintiff
Mr. Shahzad, advocate for Defendant No.1
Mr. Faiz Durrani, advocate for Defendant No.2

1. Granted.
2. This is an application under Order XXIII, Rule 3, CPC filed by the parties in the suit for specific performance. Apparently, it appears that the plaintiff has surrendered his right. So far as the performance of the agreement is concerned, he is getting back the amount that he paid at the time of executing the sale agreement that is a sum of Rs.9Million whereas he is also returning the original documents of the properties to the Defendants. The Defendant No.2 is represented by the attorney whose power of attorney is available along with the written statement at page 99. The compromise seems to be within the frame of the suit and the terms of the application as such are allowed in the shape of this application and the decree be drawn accordingly.

JUDGE

D E C R E E

IN THE HIGH COURT OF SINDH AT KARACHI
(ORIGINAL CIVIL JURISDICTION)

Suit No. 1633 of 2019

Fahad Tasneem
son of Tasneem-ur-Rasheed
Muslim, adult,
resident of House No. D-29/2,
Block No.6, P.E.C.H.S.,
Karachi.

Plaintiff

VERSUS

1. Rafat Hussain Farooqui
son of Muhammad Mustahsin,
Muslim, adult, resident of D-32/1, Block-5,
Clifton, Karachi.
2. Faraz Abid,
son of Muhammad Abid,
Muslim, adult, resident of
House No. 34, Khayaban-e-Ittehad,
Phase VI, D.H.A., Karachi.
3. Pakistan Defence Officers
Housing Authority, Karachi,
Through its Administrator,
having Office at 2/B, East Street, Phase 1,
DHA, Karachi.
4. Sub-Registrar,
DHA, Phase-I,
Karachi.

Defendants

SUIT FOR DECLARATION, SPECIFIC PERFORMANCE,
RECOVERY AND INJUNCTION

The Plaintiff prays for Judgment and Decree against the defendants as under:-

- a) A Declaration that plaintiff is the bonafide purchaser of the Suit Property bearing Ground plus Basement on the Commercial Plot No. C-72-D, Al-Murtuza Lane No.3, Phase VIII-A, D.H.A. Karachi, measuring 100 square Yards;
- b) A direction to the defendants No. 1 & 2 to execute Lease Deed in favour of the Plaintiff and mutate the Suit Property in the name of Plaintiff;



M/S

(P/2)

- c) Alternatively, in case of defendant's failure to execute the Sub Lease Deed, a direction may be issued to the Nazir of this Hon'ble Court to execute the Sub-Lease Deed in favour of the Plaintiff and mutate the Suit Property in the name of Plaintiff;
- d) A Declaration that the plaintiff is entitled for an amount of Rs. 300,000/- per month with 10% enhancement per year till the time the suit property is constructed and possession of the same is handed over to him;
- e) Grant permanent injunction restraining the Defendants their agents, servants, subordinate, or any other persons acting on their behalf from creating third party interest in the suit property;
- f) Grant any other additional relief as this Hon'ble Court may deem fit and proper in the circumstance of the case.
- g) Grant the cost of proceedings.

The Suit coming up on this 17th day of February, 2022, for orders on CMA Nos. 2550/2022 and 2551/2022, before Hon'ble Mr. Justice Muhammad Shafi Siddiqui, in presence of Mr. Farhatullah, advocate for plaintiff, Mr. Shahzad, advocate for Defendant No.1 and Mr. Faiz Durrani, advocate for Defendant No.2.

The Plaintiff and Defendants, having filed a compromise application under Order 23 Rule 3, R/W Section 151 CPC, bearing CMA No. 2551/2022, duly signed by the Plaintiff & Defendants as well as their learned counsel.

That the plaintiff has surrendered his right. So far as the performance of the agreement is concerned, he is getting back the amount that he paid at the time of executing the sale agreement that is a sum of Rs.9Million whereas he is also returning the original documents of the properties to the Defendants. The Defendant No.2 is represented by the attorney whose power of attorney is available along with the written statement at page 99. The compromise seems to be within the frame of the suit and the terms of the application as such are allowed in the shape of this application.



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(Cont'd P/3)

(P/3)

It is hereby ordered that the Suit of the Plaintiff be and is hereby decreed in terms of the compromise application bearing CMA No. 2551/2022 as under:-

1. *That the Defendant No.1 and the Defendant No.2 has jointly paid and the Plaintiff has received a sum of Rs.9,000,000/- (Rupees Nine Million Only) being full and final settlement amount between the parties, through cheque No. 13742354, dated 14.02.2022, drawn on Bank Al Habib Bank.*
2. *That the Plaintiff shall return and deliver all the original documents in respect of suit property to Defendant No.1 and 2, forthwith upon signing of this application in the open court.*
3. *That the parties hereby mutually agree to unconditionally withdraw the suit(s) or any other litigation whatsoever and confirm that they shall not initiate or make any claim, complaint, suit against each other in future.*
4. *That the parties are hereby absolved from all the claims levied against each other.*
5. *That the Plaintiff has not claimed, disputed, objected whatsoever against the Suit property being Commercial Plot No.C-72-D, Al Murtaza Lane No.3, Phase VIII-A, DHA, Karachi, measuring 100 Sq. Yards, including flats, office, shops or any other construction/building thereon, being under absolute and clear title of the Defendant No.1 and 2.*

Based on the submissions made herein above, it is humbly prayed that decree this Honourable Court may graciously be pleased to decree of the captioned suit with no order as to cost. The plaintiff does not press this suit against the defendant No.3 & 4.

Given under my hand and the Seal of the Court this 24th day of February, 2022.

M. Siddiqi
ASSISTANT SEALER



[Signature]
J U D G E