

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI
CP No. D-1125 of 2025

(Peer Azeem Shah v. Federation of Pakistan & Others)

DATE: **ORDER WITH SIGNATURE(s) OF JUDGE(s)**

FRESH CASE:

1. For Orders on Misc. No.5803/2025 (Urgency App)
2. For Orders on Office Objections Nos.1 to 5 & 9 to 11
3. For Orders on Misc. No.5804/2025 (Exemption App)
4. For Orders on Misc. No.5805/2025 (Stay App)
5. For Hearing of Main Case

17-3-2025

Mr. Muhammad Naseeruddin, Advocate for Petitioner

Through this Petition, the Petitioner challenges the proposed demolition by Respondent No.7 (KPT) of two houses allegedly belonging to the Petitioner, situated on two separate plots along Sandspit Road in Younusabad Village, Karachi.

When confronted about the Petitioner's title, learned Counsel for the Petitioner referred to the Sale Agreement dated 28.3.2022 (**Court File Pg. 29, Annex P-4**) and the Sale Agreement dated 26.2.2023 (**Court File Pg. 37, Annex P-5**), asserting that the Petitioner purchased the two plots from his respective predecessors.

It is a firmly rooted principle of law that a mere Agreement to Sell, by itself, does not confer ownership or title upon the buyer (in this case the Petitioner), since it is not a title deed. Such an agreement does not create any proprietary rights over the property but merely serves as a contractual obligation between the parties. The only legal remedy available to a buyer under an Agreement to Sell is to seek its specific performance, provided that all necessary conditions are met. Consequently, in the absence of a registered title document, the Petitioner cannot claim ownership over the subject plots based solely on these agreements.

Likewise, we are not convinced that a series of unregistered document(s) (**Court File Pg. 15, 19 & 43, Annex P, P-1 & P-6**) in favour of the Petitioner's alleged predecessors is sufficient to establish the pedigree of the Petitioner's title.

Another aspect to consider is that two undated, unstamped, and unregistered documents are annexed to the Petition (**Court File Pg. 15 & 19, Annex P & P-1**), which purportedly show that the subject plots were allegedly allotted by the Government of Sindh to the original grantees (i.e. Petitioner's predecessors), under the *Colonization of Government Lands (Sindh) Act, 1912*. Assuming, without conceding that this is true, the Petition remains silent on the impact of the *Sindh Urban State Land (Cancellation of Allotments, Conversions, and Exchanges) Ordinance, 2001* ("**Ordinance**"), which was enacted by the Government of Sindh with retrospective effect from 1.1.1985. Under Section 3 of this Ordinance, all allotments, conversions, or exchanges of Government land – whether obtained or granted for residential, commercial, or industrial purposes – at rates lower than market value or in violation of legal provisions or a ban, including any subsequent transactions, stood mandatorily cancelled. However, Section 4 allowed affected parties to regularize their land by paying the differential amount to the Government. There is no indication of whether the Petitioner's alleged predecessors or the Petitioner pursued any regularization process under this provision.

In the given circumstances, and particularly in the absence of a valid and subsisting title in the immovable properties, the Petitioner lacks the legal standing to maintain this Petition. Accordingly, this Petition is **dismissed in limine**, along with pending applications, with costs of Rs.15,000/-. The costs must be deposited within twenty (20) days from today into the account of the High Court Clinic, and the receipt shall be submitted to the Office.

JUDGE

JUDGE