

**ORDER SHEET****THE HIGH COURT OF SINDH, KARACHI**

Suit No. 1802 of 2018

***Before: Mohammad Abdur Rahman, J***

KDA Officer Cooperative Housing Society &amp; others

Versus

Province of Sindh &amp; Others

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Dated: Order with signature of Judge(s)

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For hearing of CMA No. 12376 of 2018

Plaintiffs : Represented by Ms. Rizwana Ismail

Defendant No. 6 : Represented by Mr. Abdul Qadir Khan and who is assisted by Mr. Hassan Khursheed Hashmi

Date of Hearing : 9 August 2023, 30 August 2023, 5 September 2023, 20 September 2023, 2 October 2023, 11 October 2023, 12 October 2023 and 24 February 2023

Dear of Order : 14 December 2024

**ORDER**

**MOHAMMAD ABDUR RAHMAN, J.** This order will decide CMA No. 12376 of 2018, being an application maintained by the Defendant No. 6 under Order VII Rule 11 of the Code of Civil Procedure, 1908, seeking to reject the Plaint on the single ground that a notice, purportedly required to be issued by the Plaintiff in terms of Section 70 of the Cooperative Societies Act, 1925, having not been issued prior to the institution of this Suit would bar this Suit from being maintained before this Court.

2. The Plaintiff No. 1 is an association registered under the Societies Registration Act, 1860 and through its Memorandum of Association indicates that it was established by the residents of an area known as the KDA Officers Cooperative Housing Society, Block-B, Karachi to represent their interests. The Plaintiffs No. 2 to 11 are all residents of the area known as the KDA Officers Cooperative Housing Society, Block-B,

Karachi and maintain this suit in their individual capacities as owners/residents of that area seeking the following prayers:

- “ ...
- i. Declare that the Suit Land (measuring 346 sq. yards approximately) Block B KDA Officers Cooperative Housing Society is reserved thoroughfare/pathway/staircase/amenity solely for people residents of Block & KDA Officers Cooperative Housing Society Karachi and cannot be converted and/or allotted and Site Plan dated 10.3.2015, allotment /lease dated 16.3.2015 and another Plan/NOC in favour of Defendant No.6 is void and illegal and the same may be cancelled;
  - ii. A mandatory injunction directing the Defendant No.1 & 2 to forest cancel the lease/allotment order of the Suit Land for violation of the applicable laws;
  - iii. A permanent injunction directing the official Defendants to institute multiple criminal prosecution proceeding against the owner, Defendant No.1 and the sing government officials for fraud and causing public danger, and for contravention all the applicable laws; and
  - iv. direct the official defendants to restore the Suit Land to its original state and preserve/protect the same, as the aforesaid demolition, removal/alteration has been effected residents of area and is in violation of the law,
  - v. Restrain the Defendants No. 6 from further demolition/alteration and/or construction on the Suit Land.
  - vi. Restrain the official defendants from issuing any "NOC for demolition" in respect of the Suit Land,
  - vii. Permanently restrain the Defendants, their employees, agents, attorneys or any one acting or purporting to act on their behalf from transferring the Suit Land in any manner to any person;
  - viii. Direct that no further steps be taken pursuant to the choice/decision of conversion of Suit Land from amenity/thoroughfare/staircase/pathway to any other use;
  - ix. Grant any other relief, which this Honourable Court deems just and proper in the circumstances of the case.
  - x. Costs of the Suit.”

3. The Defendant No. 6 is an owner of a plot in the Karachi Development Authority Officers Cooperative Housing Society Limited (hereinafter referred to as the “Society”) and whose property, as per the layout plan of the area, *inter alia* is bounded by a 20 foot wide lane (hereinafter referred to as the “Lane”) located on a hillock within the society. The Lane had been stepped and cemented as a walkway leading to a Mosque at the top of the hillock. It seems that at some time the Society has purported to allot a portion of the land comprising the Lane to the Defendant No. 6 and on which basis the Defendant No. 6 attempted to demolish the stair case and which has caused some angst amongst the residents of the area who wish the Lane to be maintained as is. As the Mosque is accessible from other throughfares it is not the case

of the Plaintiffs that there is an easement by way of necessity and hence they maintain that as in the layout plan, approved by the Karachi Development Authority, the area has been developed as a Lane, the Society had no jurisdiction to allot the Lane or a portion thereof. The Sindh Building Control Authority has confirmed that as per the Revised Lay Out Plan dated 10 April 1994 the area is designated as a Lane and is not available for allotment. The Society has also filed its Written Statement and while attaching the Master Plan has simply clarified that the area has not been marked for "stairs" in the lay out plan and has made no statement as to the basis on which the land was or was not available for allotment. The Society has also maintained a preliminary objection *inter alia* that the Suit was barred under Section 70 of Cooperative Societies Act, 1925. The Defendant No. 6 has also maintained the same objection in application under order.

4. Mr. Abdul Qadir Khan entered appearance on behalf of the Defendant No.6 and contended that the provisions of Section 70 of the Cooperative Societies Act, 1925 is a mandatory provision and which necessitated a notice being issued by the Plaintiff to the Society and thereafter a period of two months need to pass before a Suit could be maintained by the Plaintiffs. He contended that as this provision has not been complied with, the Suit was liable to be rejected. In this regard he relied on the decisions reported as **Muhammad Ali Memorial Co-operative Housing Society Ltd., Karachi vs. Syed Sibtey Hasan Kazmi,**<sup>1</sup> **Muzaffar Hussain and another vs. Yusuf and 4 others**<sup>2</sup> **Farida vs. Prince Apartments Co-operative Housing Society and 2 others,**<sup>3</sup> **Zia Rehman Alvi v. Messrs Allahabad Cooperative Housing Society Limited and 2. Others,**<sup>4</sup> **Darul Aman Cooperative Housing Society Limited, Karachi vs. The Secretary Government of Pakistan, Ministry of Works and Rehabilitation Division and 3 others,**<sup>5</sup> **Metro Cooperative Housing Society Limited v. Bonanza Garments industries (Pvt.) Limited and 3 others,**<sup>6</sup> **M. Wahidullah Ansari through his Legal Heirs and 9 others vs. Zubeda Sharif and another,**<sup>7</sup> **Haji Shafi Muhamamd Jamoite vs. Fishermans Cooperative Society Limited and 6 others,**<sup>8</sup> **Messrs Super Builders vs. Gulshan e Faisal**

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<sup>1</sup> PLD 1975 Karachi 428

<sup>2</sup> PLD 1976 Karachi 1107

<sup>3</sup> 1984 CLC 2914

<sup>4</sup> PLD 1995 Kar. 399

<sup>5</sup> 1995 MLD 1553

<sup>6</sup> 1996 MLD 593

<sup>7</sup> 1999 YLR 1127

<sup>8</sup> 1999 MLD 1668

**Cooperative Housing Society and others,<sup>9</sup> Mst. Atia Khanum vs. Messrs Saadabad Cooperative Housing Society Ltd and others,<sup>10</sup> Dhunjishah B. Ghadialy and others vs. Karachi Parsi Coeoprative Housing Society Ltd. and others,<sup>11</sup> P.E.C.H., Society Limited through Assistant Administrative Officer vs. Habib us Razzaq and 2 others,<sup>12</sup> Abdul Majeed Qureshi vs. Yasmeen Bibi and others,<sup>13</sup>**

5. In addition to the above reliance was also placed by Mr. Abdul Qadir Khan on the decisions reported as **Mehar Al Memon vs. Federation of Pakistan through Chairman Pakistan Railways and 13 others,<sup>14</sup> Parveen Akhtar and another vs. Lucknow Cooperative Housing Society Lrd through President Chairman/Secretary and another,<sup>15</sup> Muhammad Akram Javaid and 2 others vs. Bashir Ahmad Shauk,<sup>16</sup>** which also mandated that as the Registrar has powers to arbitrate a dispute as between members of a Society and a Society where a dispute could be adjudicated before that forum the provisions of Section 70 A read with Section 54 A of the Cooperative Societies Act, 1925 would prevent this Court from exercising its jurisdiction to entertain a *lis*.

6. On a general proposition of law reliance was also placed by Mr. Abdul Qadir Khan on a decision of the Supreme Court of Pakistan reported as **Collector, Sahiwal and 2 others vs. Mohammad Akhtar<sup>17</sup>** wherein it was held that where a statute provides for a notice to be issued prior to the institution of a suit, failure to issue such a notice was fatal and could not be cured. Reliance was also placed on a decision of the Supreme Court of Pakistan reported as **Ghulam Hassan vs. Jamshai Ali and others<sup>18</sup>** wherein it was held that where a provision of a statute was mandatory noncompliance would render the suit liable to being dismissed.

7. By way of analogy, Mr. Abdul Qadir Khan also relied on the decisions reported as **Mst Zinab Hajiani vs. Al Hilal Cooperative Housing Society Ltd. and others 2 others,<sup>19</sup> Pakistan Railways through Divisional Superintendent vs. Karachi Development**

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<sup>9</sup> 2000 YLR 1385

<sup>10</sup> 2002 MLD 209

<sup>11</sup> 2004 CLC 587

<sup>12</sup> 2021 CLC 2011

<sup>13</sup> SBLR 2022 Sindh 2240

<sup>14</sup> PLD 2012 Sindh 425

<sup>15</sup> 2014 YLR 1539

<sup>16</sup> 2016 CLC 1751

<sup>17</sup> 1971 SCMR 681

<sup>18</sup> 2001 SCMR 1011

<sup>19</sup> PLD 1978 Karachi 848

Authority and 5 others,<sup>20</sup> Messrs National Fibers Ltd. vs. Karachi Development Authority through Director General Civic Center, Karachi and another<sup>21</sup> and Sualeh Sons (Private) Limited vs. Karachi Development Authority<sup>22</sup> wherein when the Karachi Development Authority Order, 1957 prescribed for the issuance of a notice prior to institution of a suit, the failure to issue a notice was held to be mandatory and the failure to comply with which rendered the suit as not being maintainable. He also relied on the decisions reported as Khalid & Company through Proprietor vs. Cantonment Board, Malir through President Commander Station Headquarter, Malir Cantonment and Cantonment Executive Officer, Karachi<sup>23</sup> and Rifat Masood vs. Cantonment Board of Sialkot<sup>24</sup> wherein when the Cantonments Act, 1924 prescribed for the issuance of a notice prior to the institution of a suit, the failure to issue a notice was held to render the suit as not being maintainable

5. Ms. Rizwana Ismail appeared on behalf of the plaintiffs and contended that while notice was admittedly not given in compliance of Section 70 Cooperative Societies Act, 1925, as the prayer in this suit does not touch the business of the society that being the case the provisions of Section 70 Cooperative Societies Act, 1925 was not attracted.

6. I have heard Mr. Abdul Qadir Khan and Ms. Rizwana Ismail and have perused the record.

7. Section 70 Cooperative Societies Act, 1925 is an “ouster clause” which statutorily attempts to prevent this Court from exercising jurisdiction it otherwise enjoys under Section 9 of the Code of Civil Procedure, 1908. After the presentation of this Suit, the Cooperative Societies Act, 1925 as applicable to the Province of Sindh was repealed and the Sindh Cooperative Societies Act, 2020 enacted, Section 115 of which statute parallels with Section 70 of the Cooperative Societies Act, 1925 and each of which provisions are reproduced in the table below for ease of reference:

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<sup>20</sup> PLD 1992 Karachi 71

<sup>21</sup> 1996 MLD 76

<sup>22</sup> 1997 CLC 893

<sup>23</sup> PLD 2002 Karachi 502

<sup>24</sup> 2004 SCMR 113

Section 115 of the Sindh Cooperative Societies Act, 2020	Section 70 of the Cooperative Societies Act, 1925
115.  No suit shall be instituted against a society or any of its officers in respect of any act touching the business of the society until the expiration of two months' notice in writing has been delivered to the Registrar, or left at his office, stating the cause of action, name, description and place of residence of the plaintiff and the relief which he claims; and the plaint shall contain a statement that such notice has been so delivered or left.	70. Notice necessary in suits.  No suits shall be instituted against a society or any of its officers in respect of any act touching the business of the society until the expiration of two months next after notice in writing has been delivered to the Registrar, or left at his office, stating the cause of action, the name description and place of residence of the plaintiff and the relief which he claims and the plaint shall contain a statement that such notice has been so delivered or left

I am quite clear that the provisions of both sections are identical and each prescribe that no suit shall be instituted either against a Society or its officers where the *lis* in the Suit touches “the business of the society” unless a letter is first addressed to the Registrar of Cooperative Societies explaining the cause of action on the basis of which the proposed suit is to be instituted and thereafter allowing a period of two months to lapse to allow the Registrar to resolve the dispute. The intent of the legislature therefore seems to be that as the Registrar of Cooperative Societies is ultimately responsible for the regulation of a Society registered under the Sindh Cooperative Societies Act, 2020 hence before litigation is instituted an attempt should be made by it to resolve the dispute.

8. The Courts, however, when confronted with such “ouster clauses” have consistently adopted a “hostile approach” to retaining their jurisdiction. The basis for retaining their jurisdiction is premised itself on Section 9 of the Code of Civil Procedure, 1908 and which while prescribing the jurisdiction of a civil court reads as hereinunder:

“ ... 9. The Courts shall (subject to the provisions herein contained) have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is either expressly or impliedly barred.”

In this context it becomes apparent that the jurisdiction of this court is to take cognisance of a suit of a civil nature unless the jurisdiction is either “expressly or impliedly barred.” The exclusion of a civil court’s jurisdiction by the introduction in a statute of an ouster clause would therefore prevent a court from exercising a jurisdiction to review actions and decision of a public body. Aside from the statutory recognition in Section 9 of the Code

of Civil Procedure, 1908 of there being “express” and “implied” ouster clauses, such clauses can also be more colloquially be classified as “absolute” ouster clauses in the sense that the section of the statute would attempt to completely exclude the jurisdiction of the Court or they could be “conditional” ouster clauses in as much as the jurisdiction of the Court would be excluded until a condition had been complied with and whereafter the jurisdiction of the Court would resume.

9. The provisions of Section 9 of the Code of Civil Procedure, 1908 in the context of ouster clauses have come to be interpreted in two decisions of the Supreme Court of Pakistan in the face of either an “express” bar or an “implied” bar. Firstly, in **Abbassia Cooperative Bank (Now Punjab Provincial Cooperative Bank Ltd) through Manager and another vs. Hakeem Hafiz Muhammad Ghaus and 5 others**<sup>25</sup> a clarification was made as to how the jurisdiction of a civil court under Section 9 of the Code of Civil Procedure, 1908 would be excluded, it being held that:

“ ... It is well-settled law that where the jurisdiction of the Civil Court to examine the validity of an action or an order of executive authority or a special tribunal is challenged on the ground of ouster of jurisdiction of the Civil Court, it must be shown (a) that the authority or the tribunal was validly constituted under the Act; (b) that the order passed or the action taken by the authority or tribunal was not mala fide; (c) that the order passed or action taken was such which could be passed or taken under the law which conferred exclusive jurisdiction on the authority or tribunal, and (d) that in passing the order or taking the action, the principles of natural justice were not violated. Unless all the conditions mentioned above are satisfied, the order or action of the authority or the tribunal would not be immune from being challenged before a Civil Court. As a necessary corollary, it follows that where the authority or the tribunal acts in violation of the provisions of the statutes which conferred jurisdiction on it or the action or order is in excess or lack of jurisdiction or mala fide or passed in violation of the principles of natural justice, such an order could be challenged before the Civil Court in spite of a provision in the statute barring the jurisdiction of Civil Court.”

As is apparent, if the authority has not been legally constituted or the authority being exercised by it and which are under challenge are “*coram non judice*” a civil courts jurisdiction to maintain a *lis* against such a cause of action would be available. Similarly, if there is an averment made in the plaint of mala fide, the Court would also retain its jurisdiction. Finally, if the authority exercised, violates the Rules of Natural Justice the *lis* would also be maintainable under Section 9 of the Code of Civil Procedure, 1908. The second decision of the Supreme Court of Pakistan regarding the interpretation of Section 9 of the Code of Civil Procedure, 1908 is **Searle IV Solution (Pvt.) Ltd. and vs. Federation Of Pakistan and Others**<sup>26</sup> wherein while considering as to what would constitute “mala fide” it was held that”

<sup>25</sup> PLD 1997 SC 3

<sup>26</sup> 2018 SCMR 1444

“ ... *Although the appellants have also relied on the exception where an action/order is tainted with mala fide, no proof or tangible argument in this regard has been raised besides blowing smoke of the allegedly prevalent corruption in the Customs Department. Therefore we conclusively hold that the appellants do not fall within the ambit of the exceptions carved out by the judgments of this court with respect to a bar to the jurisdiction of civil courts.*”

It is therefore clear that where the Plaintiffs pleadings of mala fide are vague then the Courts jurisdiction under section 9 of the Code of Civil Procedure, 1908 cannot be sustained so as to bring the cause before the Court. To do so, the Plaintiff would be responsible not to make just a bare allegation against the authority of mala fide but rather to expressly make a tangible argument supported by proof.

10. Section 115 of the Sindh Cooperative Societies Act, 2020 is clearly a conditional “ouster clause.” While there is no reported case law on the interpretation of that section, the analogous Section 70 of the Cooperative Societies Act, 1925 has been interpreted by the Courts and in which it has been held that a notice must be issued to the Registrar of Cooperative Societies before instituting any *lis* regarding a matter that touched “the business of the Society” and the failure to issue such a notice or where a suit was maintained before the time prescribed in that Section had lapsed, would render a suit as not being maintainable before this Court and liable to being rejected.<sup>27</sup>

11. I have perused that case law, as correctly relied on by Mr. Abdul Qadir Khan, and in which it has held that the service of a notice to the Registrar under Section 70 of the Cooperative Societies Act, 1925 is mandatory prior to the institution of a suit as against a Society. However, I

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<sup>27</sup> See Muhammad Ali Memorial Cooperative Housing Society Ltd. Karachi vs. Syed Sibtey Hasan Kazmi PLD 1975 Kar 428; Muzzafar Hussain and another vs. Yousuf and 4 others PLD 1976 Kar 1107; J.J.Miranda vs. Fishermans Cooperative Society Ltd, Karachi and Anothers PLD 1978 Karachi 990; Farida v. Prince Apartment Cooperative Housing Society Limited and 2 others 1984 CLC 2914; Syed Akhtar Ali v. Hoor Bai and others 1987 MLD 2999; Nizar Ali vs. Noorabad Cooperative Housing Society Ltd. and others PLD 1987 Karachi 676; Pakistan Railways through Divisional Superintendent vs. Karachi Deveopment Authority and 5 others PLD 1992 Karachi 71; Darul Aman Cooperative Housing Society Limited, Karachi vs. The Secretary Government of Pakistan, Ministry of Works and Rehabilitation Division and 3 others 1995 MLD 1553; Zia Rehman Alvi v. Messrs Allahabad Cooperative Housing Society Limited and 2. others PLD 1995 Kar. 399; Metro Cooperative Housing Society Limited v. Bonanza Garments industries (Pvt.) Limited and 3 others 1996 MLD 593; Mst. Naila Masood and 2 others vs. The Secretary Food and Cooperation, Government of Sindh 1998 CLC 1532; Mst. Qadri Befum vs. Province of Sindh 1999 CLC 2023; M. Wahidullah Ansari through his Legal Heirs and 9 others vs. Zubeda Sharif and another 1999 YLR 1127; Haji Shafi Muhamamd Jamoite vs. Fishermans Cooperative Society Limited and 6 others 1999 MLD 1668; Messrs Super Builders vs. Gulshan e Faisal Cooperative Housing Society and others 2000 YLR 1385; Punjab Teachers Housing Cooperative Society Limited vs. Sultan Ali and others 2000 CLC 517; Shaikh Abdul Lari vs. P.I.B. Cooperative Housing Society and 2 others 2002 MLD 891; Mst. Atia Khanum vs. Messrs Saadabad Cooperative Housing Society Ltd and others 2002 MLD 209; Dhunjishah B. Ghadialy and others vs. Karachi Parsi Cooeprative Housing Society Ltd. and others 2004 CLC 587; and Mst. Nishat Ishaq vs. Amjad Khan and 2 others 2014 CLC 71; P.E.C.H., Society Limited through Assistant Administrative Officer vs. Habib us Razzaq and 2 others 2021 CLC 2011; Abdul Majeed Qureshi vs. Yasmeen Bibi and others SBLR 2022 Sindh 2240



note that none of the decisions that are reported take into account the manner in which “ouster clauses” are to be interpreted in terms of the decisions of the Supreme Court of Pakistan reported as **Abbassia Cooperative Bank (Now Punjab Provincial Cooperative Bank Ltd) through Manager and another vs. Hakeem Hafiz Muhammad Ghaus and 5 others**<sup>28</sup> and **Searle IV Solution (Pvt.) Ltd. and vs. Federation Of Pakistan and Others**.<sup>29</sup> To my mind aside from seeing as to whether the impugned decision or action “touched the business” of the Cooperative Society, prior to rejecting a plaint, it may also be imperative when considering the maintainability of any suit under Section 115 of the Act, 2020 to see as to whether or not:

- (i) the authority or the tribunal whose action or decision is being impugned was not legally exercised under the Act;
- (ii) the action or decision passed by the authority or tribunal was alleged in the Plaint to be acting with mala fide;
- (iii) the order passed or action taken was such which could not have been passed or taken under the law which conferred exclusive jurisdiction on the authority or tribunal, and
- (iv) in passing the order or taking the action, the principles of natural justice were violated.

It would not be out of place to mention that these principles have also been held in decisions of this court when interpreting provisions which are analogous to the provisions of Section 115 of the Act, 2020 such as Section 20 A of the Sindh Building Control Ordinance, 1979,<sup>30</sup> Article 131 of the Karachi Development Authority Order, 1957<sup>31</sup> and Section 87 of the Karachi Port Trusts Act, 1886<sup>32</sup> and which I think are correct.

12. When one is to consider the application under Order against the criteria as mentioned above it becomes obvious that the application has little merit. The main prayer clause in *lis* is to compel the regulator to ensure that an area designated as a “lane” is not converted into any other

<sup>28</sup> PLD 1997 SC 3

<sup>29</sup> 2018 SCMR 1444

<sup>30</sup> See **Noor Muhammad and another vs. Building Control Authority** 1992 CLC 729; **Messrs Falaknaz Builders vs. Karachi Building Control Authority** 2001 YLR 2542; **Messrs Bambino (Pvt.) Ltd through Director vs. Government of Sindh through Chief Secretary and another** 2002 MLD 1673;

<sup>31</sup> See **Munawar & Co (Pvt.) Ltd. vs. Karachi Development Authority** 1998 MLD 1771; **Marriage Halls Association vs. Karachi Building Control Authority** 1999 YLR 2317;

<sup>32</sup> See **Haji Abdul Aziz vs. Karachi Port Trust** 2010 MLD 1916;

purpose and which, to my mind, cannot be considered to be a matter that is “touching the business” of a society or for that matter which is a regulatory function of the Registrar of Cooperative Societies under the provisions of the Sindh Cooperative Societies Act, 2020. To my mind the function of regulating and enforcing the master plan of the area would vest in either the Karachi Development Authority, the Master Plan Department or the Sindh Building Control Authority but is not a matter that can be considered to be either the “business of a society” so as to conditionally oust the jurisdiction of this Court under Section 115 of the Sindh Cooperative Societies Act, 2020 or which would come within the regulatory domain the Registrar of Cooperative Societies.

13. Reliance was also placed by Mr. Abdul Qadir Khan on the interpretation of Section 54 read with Section 70A of the Cooperative Societies Act, 1925. While Section 116 of the Sindh Cooperative Societies Act, 1925 parallels with Section 70 A of the Cooperative Societies Act, 1925 no provisions paralleling with Section 54 of the Act, 1925 has been adopted in the Act, 2020. As such *inter alia* the provisions of disputes as between members, past members and the Society inter se are no longer referable to arbitration and hence such disputes will not be impacted by the provisions of Sub-Section (1) of Section 116 of the Sindh Cooperative Societies Act, 2020 and the reliance placed by Mr. Abdul Qadir Khan on the decisions reported as **Mehar Al Memon vs. Federation of Pakistan through Chairman Pakistan Railways and 13 others**,<sup>33</sup> **Parveen Akhtar and another vs. Lucknow Cooperative Housing Society Lrd through President Chairman/Secretary and another**,<sup>34</sup> **Muhammad Akram Javaid and 2 others vs. Bashir Ahmad Shauk**,<sup>35</sup> would no longer be relevant.

14. For the foregoing reasons, as the *lis* does not “touch the business” of the Society and relates to the regulation of the master plan of the area and which function does not come within the regulatory domain of the Registrar for Cooperative Societies under the provisions of the Sindh Cooperative Societies Act, 2020, CMA No. 12376 of 2018 is misconceived and is dismissed with no order as to costs.

J U D G E

14 December 2024

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33 PLD 2012 Sindh 425

34 2014 YLR 1539

35 2016 CLC 1751