

IN THE COURT OF RENT CONTROLLER _____ KARACHI (SOUTH)

RENT CASE NO. _____ OF 2020

XXXX

Muslim, Adult,

Holding CNIC No. YYYYYYY

R/O House No. 1287, New No. 737

00000000000

Mahmoodabad No.6, Karachi.....Applicant/Landlord

VERSUS

Mr. Naveed

Shop No. 1

00000000000

00000000000

AAAA, Karachi.....Opponent/Tenant

**APPLICATION UNDER SECTION 15 OF THE SINDH RENTED PREMISES
ORDINANCE, 1979**

The Applicant/Landlord above named respectfully submits as under:-

1. The Applicant/Landlord is the owner/landlord of the Shop No. 1 of the property bearing 00000000000, 00000000000, AAAA, Karachi vide Registered Gift Deed dated 10-7-2019.

(The Copy of Registered Deed dated 10-07-2019 is attached herewith as Annexure "A")

2. The Opponent is the Opponent/Tenant of the Shop No. 1 of the property bearing 00000000000, 00000000000, M.A.C.I, Mahmoodabad, Karachi, hereinafter referred to as the *demised premises*, by virtue of oral/verbal agreement of tenancy since many years with the mother of Applicant/Landlord who was the previous lawful owner/landlady of the *demised premises* prior to the execution of the Registered Gift Deed dated_____ in favour of her son i.e. the Applicant/Landlord.
3. That For the purpose of background, it is submitted that , Mrs. Marium Begum W/O Nazeer Ahmed i.e. the mother of the Applicant/Landlord and the previous owner and lease holder of the *demised premises* on 10 - 07 - 2019 by her own wish appeared before the Sub-Registrar 1 Jamshed Town at his office, recorded her statement in favour of the Applicant, signed the documents and fulfilled all legal procedures required for the execution of Oral Gift, in presence of witnesses, officers of the Sub-Registrar 1 Jamashed Town and other family members in consideration of natural love and affection in accordance with Muhammadan Law.

(The Copy of the receipt of the Registrar Office dated 10-07-2019 is attached herewith as Annexure "B")

4. That after the execution of Registered Deed dated 10-07-2019 qua the *demised premises* in favour of Applicant/Landlord, the Applicant/Landlord conveyed several verbal intimations to the Opponent/Tenant to pay the rent to the Applicant/Landlord, but the Opponent failed to pay the rent and committed wilful default in payment of rent.
5. Thereafter, the Applicant/Landlord was constrained to send a legal notice dated 15-05-2020 wherein the Opponent/Tenant was specifically required to pay the rent for the demised premises to the Applicant/Landlord. However, the same went un-replied by the Opponent/Tenant. Consequently, the Applicant/Landlord sent the notice of change in ownership of the *demised premises* under Section 18 of the Sindh Rented Premises

Ordinance 1979 (SRPO) dated 1st June 2020 via registered post acknowledgement due, which was received by the Opponent on 02-06-2020. Moreover, the said notice has also gone un-replied. It is submitted that the Applicant/Landlord in the said notice has specifically called upon the Opponent/Tenant to pay the rent.

(The Copies of Notice dated 15-05-2020, Intimation Under Section 18 of the Sindh Rented Premises Ordinance 1979 dated 1st June 2020 and Acknowledgement Receipt dated 02-06-2020 is attached herewith as Annexure "C")

6. That Despite of receiving the notice dated 15-05-2020 as well as the notice of intimation of change of ownership dated 01-06-2020 by the Opponent/ Tenant, the Opponent/Tenant has failed to pay the rent of due from August 2019 up till month of June 2020 of the demised premises to the Applicant/Landlord and as such has committed willful default in payment of rent. As a consequence thereof, the Opponent/ Tenant is liable to be evicted from the demised premises on the ground of default in payment of rent under section 15(2)(ii) of the SRPO, 1979.
7. Moreover, the Applicant/Landlord requires the *demised premises* in good faith for the bonafide purpose of setting up a business therein for himself, as the Applicant/Landlord intends to open up his own business in the *demised premises*. It is further submitted that the Applicant/Landlord has no other premises available to him for the purpose of starting the above said business. Whereas, the *demised premises* is located in the commercial area of the Tariq Road and is the most viable place for the Applicant/Landlord to start his own business. Hence, the Opponent/Tenant is liable to be evicted from the demised premises on the ground of personal bonafide need of the Applicant/Landlord under section 15(2)(vii) of the SRPO, 1979.
8. The cause of action accrued to the Applicant/Landlord when he recently decided to setup his own business in the *demised premises*. The cause of action also arose when the Applicant/Landlord after the execution of Gift Deed verbally intimated the Opponent/tenant for the change of ownership of *demised premises* and settles this matter

amicably. The cause of action also arose when the Applicant/Landlord sent him legal notice through his legal Counsel to the Opponent/Tenant for the payment of rent or the peaceful possession of the demised premises. The cause of action also arose when the Applicant/Landlord sent the Notice to the Opponent for the change in ownership of the *demised premises* Intimation Under Section 18 of the Sindh Rented Premises Ordinance 1979 dated 1st June 2020 and despite knowing the fact the Opponent/ Tenant committed willful default in payment of rent from the Month of August 2019 up till - June 2020, and the cause of action is subsisting.

9. This Hon'ble Court has jurisdiction in the matter as the demised premises is situated within the territorial limits of Police Station Baloch Colony, Karachi South.

10. Appropriate Court fee has been affixed to the application.

PRAYER

It is therefore most humbly prayed that in the light of the forgoing submissions this Hon'ble Court may be graciously pleased to:

(a) Direct the Opponent/Tenant and/or any other person claiming under him to hand over peaceful vacant possession of the Shop No. 1 of the property bearing 00000000000, 00000000000, AAAA, Karachi to the Applicant/Landlord.

(b) Award costs of proceedings and other reliefs as deemed appropriate during the course of proceedings

APPLICANT/LANDLORD

Karachi,

Dated: 29-06-2020

Advocate for the Applicant/Landlord

VERIFICATION

I, XXXX, Muslim, Adult, Holding CNIC No. YYYYYYY, R/O House No. 1287, New No. 737, 0000000000 Mahmoodabad No.6, Karachi do hereby verify on oath that whatever stated above is true and correct to the best of my knowledge and belief.

DEPONENT

The Deponent above named is identified by me to the Commissioner for taking affidavits.

Advocate

ATTESTATION

The Deponent above named appeared before me on this 29th day of, June 2020, at Karachi, who stated on oath the contents of the APPLICATION UNDER SECTION 15 OF THE SINDH RENTED PREMISES ORDINANCE, 1979 are true and correct to the best of his knowledge and belief hence I attest their affidavits.

Commissioner For Taking Affidavits

Documents Filed: Annexure 'A' to 'C'

Documents relied upon: All the above annexures, and all Relevant Record/documents.

Addresses of the Parties: As given in the title.

Address for Service
of the advocate for the Applicant/Landlord:

10/2, Khayaban-e- Ameer Khusro, Phase-06, DHA, Karachi.

Drafted by me.

ADVOCATE