

IN THE HIGH COURT OF SINDH AT KARACHI
(Original Civil Jurisdiction)

Suit No. 2229 of 2021

1. **Muhammad Khan Baloch**
S/o late Haji Muhammad Usman
Resident of Survey No. 245,
Main National Highway, Malir, Karachi.
2. **Nasir Ali Baloch**
S/o late Haji Muhammad Usman
Resident of Survey No. 245,
Main National Highway, Malir, Karachi.

2457

(Through their Authorized Attorney
Mr. Junaid Ur Rehman)

Plaintiffs

Versus

Shell Pakistan Limited
Through its Chief Executive Officer
A Company incorporated under the laws of Pakistan
Having its office at Shell House
Chaudry Khaliq-uz-Zaman Road
Karachi.

Defendant

SUIT FOR DECLARATION, PERMANENT INJUNCTION AND DAMAGES

Respectfully sheweth:



ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI
Suit No. 2229 of 2021

Date _____ Order with signature of Judge _____

1. For orders on CMA No.16162/2021.
2. For orders on CMA No.16163/2021.

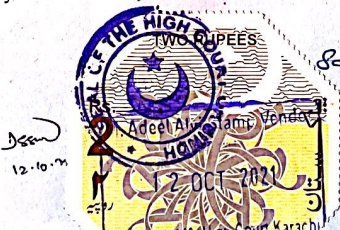
11.10.2021:

M/s. Umair Usman and Junaid Ahmed, Advocates
for the Plaintiffs.

1. Urgent application is allowed.
2. Per learned counsel, the property situated at Survey No.899, Deh Thano, Tapo Malir, Taluka & District Malir, Karachi, admeasuring 1-30 acres is owned by the plaintiffs. He contends that the plaintiff rented out the portion from the subject property measuring 30,600 sq. feet equivalent to 3400 sq. yards for running a petrol pump. He submits that actually the subject petrol pump is being run by the plaintiffs themselves on a monthly rent of Rs.14,000/-. Counsel for the plaintiff refers to the tenancy agreement entered in between the parties dated 27.07.1999 for a period of 20 years, copy of the same is enclosed as Annexure 'C' at Page No.67 with the MoP. He also refers to a Dealer Franchise Agreements entered in between the plaintiffs and defendant whereby the plaintiffs were declared as the dealer of the defendant, such agreements entered in between the parties are enclosed as Annexures 'C/1' & 'C/2' with the MoP. He submits that the reason that a rent of a property/petrol pump situated on a Plot of 3400 sq. yards is that the defendant is giving profit on the petrol/fuel as per Clause 3(g) of the Petroleum Products (Development Surcharge) Rules, 1967. He contends that the officials of the defendant are trying to forcibly dispossess the plaintiffs from the subject petrol pump and to create third party interest on the subject petrol pump.

Issue notice to the defendant for 02.11.2021 through all modes except publication. Till the next date of hearing, defendant is restrained from creating any third party interest and/or to attempt to evict the plaintiffs forcibly from the subject land/petrol pump.

Nasir/=



Sd/-

Syed Hasan Azhar Rizvi
Judge