

**SUMMARY OF ENTIRE CASE: “TAK VERSUS CIEC HOUSING
SOCIETY” BEFORE SINDH HIGH COURT**

ANNEXURES:

1. **Suit Plot:** Plot bearing No. x-00 admeasuring 000 sq. yards situated at sector 00-A, KDA Scheme No. 00, Gulzar-e-Hijri, in CIECHS
2. **Annexure A (p. 25):** CIECHS receipt dated 09th / 16th Month 0000 of Membership Form of LL Khan – Rs. 5 (membership fee) – Rs. 25 (shareprice) – member who has atleast one full paid share can exercise membership rights
3. **Annexure B (p. 27):** After 9 years --- Provisional Allotment Order dated **03rd Month 0000** in favor of LK – CIECHS pleased to allot suit property to LK subject to the conditions laid down on the reverse.
4. **Annexure C (p. 29):** LK’s letter dated **09th February 0000** to chairman of CIECHS –intimating the society that now TAK will make all the payments – also that final allotment order and possession lease deed may be issued in the name of my son TAK ---- chairman society writes **“we may agree to the request” also (??): “we have received Rs. 32000 – from _____ -- 8th installment Rs. 8000 (or 28000??) are due against this plot”**
5. **Annexure D (p. 31):** Byelaws of CIECHS – articles 10 to 15
6. **Annexure E (p. 33):** Byelaws of CIECHS – articles 16 & 17
7. **Annexure F (p. 35):** Assistant Registrar’s Notice dt 19.03.0000 to the Respondents in **C.P. No. D-000/0000** titled as ‘*M. AAA Khan versus PoS*’ wherein M. AB working as Administrator of M/s CIECHS was R6 – alongwith the next date of hearing, the Notice also apprised the Rs about the ad-interim order which read as: “ No third party interest is to be created in respect of the property of society till next date.”
8. **Annex G (p. 37):** receipt of Rs. 4000/- paid by TAK to CIECHS on 21.06.0000 [**9th installment**]

9. **Annex H (p. 39):** receipt of Rs. 4000/- paid by TAK to CIECHS on 18.04.0000[10th installment]
10. **Annex I (p. 41):** receipt of Rs. 4000/- paid by TAK to CIECHS on 13.07.0000 [11th installment]
11. **Annex Y-1 (p. 115):** minutes of meeting held on **25-3-0000** --- members resolved that we should arrange some funds immediately --- cc to TAK --- for 400 sq. yards a payment of Rs. 2000/- per annum --- short calculation in urdu of outstanding amount --- remaining Rs. 16000/- and yearly Rs. 2000/- = Rs 18000/- [signed by kk --??]
12. **Annex Y-2 (p. 117): Final notice** by CIECHS dated **11 Month 0000** to LL Khan / TAK demanding payment of Rs. 345,740/- --- complete breakup provided --- this includes KESC charges of Rs. 146,000 --- make payment to avoid cancellation of allotment

Breakup provided in FINAL NOTICE dated 11th Month 0000 issued by CIECHS to TAK:

| | |
|--|-----------------|
| • Annual admin charges from 1997 to 0000 = | Rs. 22000/- |
| • Ground rent from 1997 to 0000 = | Rs. 4400/- |
| • 12.5% late payment surcharge from '97 to '07 = | Rs. 3000/- |
| • Installment of cost of land from 1989 to _____ = | Rs. 16000/- |
| • 12.5% compound interest from 1990 to 0000= | Rs. 154,340/- |
| • Kesc charges | = Rs. 146000/- |
| Total | = Rs. 345,740/- |

13. **Annex K (p. 45 to 49):** letter dated 07th July 0000 by TAK to **DDO Cooperative Housing Society** enquiring about latter's **letter dated 11.06.0000 [missing]** regarding outstanding dues to be paid by TAK ---- according to TAK, in **0000** founder exec comm of society intimated TAK that only Rs. 18000 (Rs. 16000 outstanding cost of land + Rs. 2000 as annual charges) were due --- how come **after 11 years** the new management could increase the due amount by such huge proportions --- **TAK also states that CIECHS have only claimed such huge amount (Rs. 345,740/-) but are not providing any justification --- justification was asked by TAK but none was provided by CIECHS**

14. **Annex Y-3 (p. 119):** notice by CIECHS dated **23 Dec 0000** to LL Khan --- demanding payment of Rs. 146,000/- as KESC charges --- complete breakup provided
15. **Annex P (p. 63):** Office of DDO, Cooperative CDGK's letter dated **03.02.0000** to Secretary, CIECHS to appear before the former with complete file of TAK's plot – it noted its disappointment over the Secretary's absence on previous dates ---- subject was issuance of real/justified dues against suit plot cc to TAK
16. **Annex O (p. 61):** TAK's letter dated **13.10.0000** to Hon'ble Minister, Cooperation, for Cooperative Housing Societies regarding unjustified 12.5% compound interest from 1990 to 0000 and KESC charges of Rs. 146,000/- --- TAK's plea that the unjustified claims/charges are not covered by any rules – also, kindly issue an order for rectification of the amount of charges
17. **Annex N (p. 59):** Registrar, Cooperative Societies' letter dated 23.10.0000 to TAK to provide all copies of his case so that matter could proceed
18. **Annex M (p. 57):** Registrar Societies' letter dated **02.11.0000** to Administrator CIECHS to meet him in relation to: "Request for issue real / justified dues against plot no. B-22, sector 36-A, Scheme 33, Gulzar-e-Hijri, Karachi" ---- cc to TAK
19. **Annex L (p. 51):** cover letter by TAK dated 23rd November 0000 to CIECHS providing complete set of file re to suit property ---- according to TAK, such file was refused to be received by CIECHS -----**[p.53-55: contents in tabular form of complete set of file]**
20. **Annex J (p. 43):** receipt of Rs. 16000/- paid by TAK to CIECHS on 01.12.0000 **[12th to 15th installment]**
21. **Annex Y-6 (p. 125):** TAKs letter dated **8 Dec 0000** to administrator CIECHS providing him complete breakup of installment payments made till **1-12-0000** --- requesting that outstanding amount may be told to him asap
22. **Annex Y7-Y19 (p. 127-151):** annex/prove of payments made by TAK to CIECHS from **20-4-1978 to 1-12-0000**
23. **Annex Y-20 (p. 153):** TAKs letter dated **14-12-0000** to administrator CIECHS providing complete case file in response to an advertisement in newspaper addressed to all members of the society

24. **Annex Q (p. 65):** D6 GH's advertisement in classified roznama Jang dated **17 March 0000** stating that he has entered into agreement with D5 AD re suit plot
25. **Annex S (p. 69):** TAK's letter dated **17 March 0000** to the Administrator, CIECHS conveying his objections regarding the advertisement of suit plot in Jang and Nawa-e-Waqt and also stating that all he is the allottee and has cleared all dues --- TAK says last 15th installment paid by TAK on 01 December 0000
26. **Annex T (p. 71 to 81):** TAK filed a complaint dated **18th March 0000** in re to aforesaid advertisements against CIECHS before Sindh Ombudsman --- according to para 11 on p. 75, the point of difference arose when Secretary, CIECHS M. Nazim Khan issued letter dated **11 Month 0000** to TAK demanding outstanding payment of dues amounting to Rs. 3,45,740/- and upon failure was threatened with cancellation of allotment of suit plot
27. **Annex R (p. 67):** TAK's advertisement in Roznama Aman dated **23 March 0000** to the Public At Large telling public that he is still the owner of the suit plot and also copy/pasted status quo order wordings in CP 00/0000 in the newspaper
28. **Annex V (p. 85):** Administrator Muhammad AA sent intimation dated **10 Month 0000** to Ombudsman about cancellation of suit plot on the ground that no dues have been paid since the death of LL Khan in 0000 --- total outstanding dues Rs. 316,800/- --- CIECHS sent many letters and also publication in newspaper --- final notice given to TAK on **5 Jan 0000** --- still failed to clear dues --- causing disturbance in the development work --- action taken as per bye law no. 18 --- enclosed.. copy of approval of cancellation letter, dues letter in newspapers
29. **Annex U (p. 83):** TAK's application to Ombudsman dated **27 May 0000** requesting for urgent hearing to decide the issue of ownership of suit plot
30. **Annex W (p. 87):** Ombudsman's hearing notice dated 06th May 0000 to M. AA, administrator, CIECHS and TAK on the matter of: complaint against CIECHS for demand of development charges at exorbitant rates and delay in handing over physical possession of suit property
31. **Annex X (p. 93):** Same complaint dated **19 May 0000** to Ombudsman --- got to know that TAK along with 4 people loaded with weapons visited the society's site and threatened the staff and members there on **18 May 0000**

32. **Annex X (p. 89 - 91):** M. AA, Administrator, CIECHS's complaint dated **26 May 0000** against TAK before chairman Bin Qasim port authority
33. **Annex Y (p. 95 - 113):** TAK's rejoinder (to AA's complaint) dated **00 Month 0000** before Ombudsman --- TAK discussing all kinds of dues --- last para last line: "the issue of actual / justified outstanding dues may be settled at the earliest and the payment may be allowed to be arranged in easy installments so that I maybe able to pay the dues in due time"
34. **Annex Y-5 (p. 123):** Courier receipts
35. **Annex Y-5 (p. 127 to 149):** receipts of payments made by LL Khan and TAK since 20thMonth 0000 to 01st December 0000 --- few payments made under different headings
36. **Annex Y-21 (p. 155):** M. AA, Administrator, CIECHS letter to TAK dated **5-1-0000** asking for submission of certain documents and payment of Rs. 316,800/- as a pre-condition for transfer of suit property
37. **Annex Y-25 (p. 163-173):** TAKs detailed reply dated **4-2-0000** to the AA's letter dated **5.1.0000** ----- 8 Main contentions of TAK against AA's letter dt 05.01.0000 [summary of TAK's entire case in re to payments + allotment]
38. **Annex Z-3 (p. 189):** TAKs letter dt 21.03.0000 to senior member BoR --- request not to pass any further orders in my case --- 3rd party interest created in my suit plot --- suit is pending in your office
39. **Annex Z-1 (p. 185):** TAK's letter dated **20-5-0000** to Ombudsman --- informed the latter about 3rd party interest in suit plot in the favour of MA --- requested for restraining orders from any further action
40. **Annex Z-2 (p. 187):** TAK's letter dated **25-5-0000** to Ombudsman --- informed the latter about 3rd party interest in suit plot in the favour of MA --- requested for restraining orders from any further action
41. **Annex Z (p. 175-183):** TAK's complaint against M. AA, Administrator, CIECHS before IG police Karachi dated **31-5-0000**

42. **10th Month 0000: TAK filed Civil Suit 000 / 0000 against Administrator AA of CIECHS and so also GH / AD**
43. **(p. 191-197): Missing**
44. **P. 205 – 209:** vide statement dated 6.9.0000 copy of judgment of NAB court in reference number 00-C of 0000 (State v. AA) dated 3-8-0000 brought on record in the instant suit.
45. **P. 211 – 323:** actual NAB judgment
46. **P. 325:** comments filed by SHO Malir in Suit 000/0000 --- **para 9**...TAK did not approach this police station --- nor met me --- neither submitted any application to stop the construction work
47. **P. 327 – 341:** nazir's report dated 9-8-0000 along with photographs in instant suit
48. **P.343 – 345:** AA (D7) son of GH's affidavit dt. 16-12-0000 in reply to TAK's contempt application (related to construction over suit plot in violation of stay order)
49. **P. 353 – 355:** AA (D7) son of GH's affidavit dt. 16-03-0000 --- related to bailable warrant issued against AA
50. **P. 357 – 361:** application by D7 u/s 151 CPC for recall of order dt. 11-3-0000 whereby bailable warrant was ordered to be issued against D7
51. **P. 363-367:** TAK's application u/o 26 r 9 CPC to appoint commissioner for recording evidence
52. **P. 375 – 389:** photographs showing illegal construction over TAK's plot
53. **P. 397 – 399:** proposed issues of plaintiff dated 4-12-0000
54. **P. 401 – 409:** written synopses of plaintiff dt. 29-Aug-0000
55. **P. 411 – 417:** W.S of D7 (AA) --- alleged bona fide purchaser of the suit plot
56. **P. 423:** AA's application to CIECHS dt 25-3-0000 for transfer / mutation of the suit plot in his name

57. **P. 425:** MA's membership form of CIECHS dt 25-3-0000 --- CIECHS receiving stamp 2-4-0000
58. **P. 427 – 429:** leased slip
59. **P. 435 – 447:** WS of D4 and D10 along with annexs (**from p. 449 – 463**)
60. **P. 465 – 471:** WS of D2 (Malir Cantonment Board)

SUBMISSIONS OF TAK:

1. Plot bearing No. 0-00 admeasuring 000 sq. yards situated at sector 00-A, KDA Scheme No. 00, Gulzar-e-Hijri, in CIECHS was allotted to my father against founder membership receipt no. 00 dated 09 Month 0000 vide Allotment Order Book No. 0 at serial no. 000 dated 00 Month 0000 -----Annex A and Annex B
2. On 09 Feb 0000 my father authorized and nominated me to deal with the affairs of the suit plot including making all the payments --- letter dated 9.2.0000 further stated that TAK will pay all 16 installments and upon all payments the final allotment order may be issued in the name of TAK written request of 9.2.0000 was duly accepted by the Chairman, CIECHS being competent authority as per clause 15(1) and 15(3) of Byelaws -----
3. Defendant, Govt of Sindh officials superseded the said society and appointed MA as Administrator of CIECHS in 0000 -----said act challenged in C.P. No. 000 of 0000 ---- On 16 March 0000, ad interim order was passed to the effect that: "No 3rd party interest to be created in respect of the property of society till next date " -----Hearing Notice/interim order communicated by Assistant Registrar vide notice dated 19 March 0000 --- **see Annex F at p. 35**
4. **LL khan passed away on 05 Month 0000 – proper intimation given to CIECHS**
5. Payment receipts of 9th, 10th, 11th and 12th to 15th installments ----**Annex G to I**
6. CIECHS made all correspondences with TAK as a member --- example vide letters dated 10.09.0000, 31.03.0000, 30.03.0000-----minutes dated 25.03.0000 and 29.01.0000

7. Point of difference arose when vide letter dated 11 Month 0000 the Secretary, CIECHS raised an exorbitant demand of Rs. 345,740/- ----- TAK ready to pay dues in actual in the sum of Rs. 52,000/- and Rs. 146,000/- under KESC charges – hence, TAK willing to pay total of Rs. 198,000/- only
8. In the letter dated 11 Month 0000, D1 has also illegally denied the authority already given by the father of TAK on 09 Feb 0000 in his favor -----that another letter dated 23 December 0000 was addressed to LL Khan raising a demand of Rs. 299,400/ --- this letter was issued on the wrong address
9. That remaining balance of costs of land amounting to Rs. 16,000/- has already been paid by TAK vide pay order dated 01.12.0000 (**Annex J**) ----- applications dated 07.07.0000, 23.07.0000, 13.10.0000, 23.10.0000, 02.11.0000 and 03.02.0000 enclosed as **Annex K, L, M, N, O and P**
10. In response to advertisement published by D10 in daily Jang dated 13.12.0000, TAK provided all record of his ownership to the Administrator -----TAK vide letter dated 04 Feb 0000 requested D4 in writing to issue real and justified dues for payment (and same was cced to D1 and D3) but no response from them
11. TAK surprised to read advertisements in newspapers – showed D5 AD as owner/allotee of suit plot – totally wrong – TAK immediately filed objections in the office of D4 MA and copies were cced to D1 and D3 – D4 refused to receive the same -- TAK sent same through tcs which was also refused by D4 and returned by TCS with remarks: “refused to accept 18/3 AB”.—copies enclosed as Annexes Q to S respectively
12. From perusal of above papers it appears that d4 Brohi in connivance with d1, 3, 5, 6, 7 & 9 has cancelled the suit plot
13. TAK filed complaints to d1 & 3 but in vain – TAK also published public notice in daily Aman Karachi dated **23.03.0000** but in vain----- d4 AA has illegally executed leased deed in office of d9 sub registrar Gulshan e Iqbal and send to microfilming section in office of D8
14. Actions / orders passed by D4 AA in respect of cancellation of suit plot illegal, unlawful and void ab initio
15. Private defendants along with official defendants have started raising construction on the suit plot without building plan from competent authority --- vide letter dated **19.5.0000** TAK requested demolition but no response

16. TAK filed application before Ombudsman on **18.3.0000** --- report demanded from defendants but no reply --- D3 & 4 also did not attend physical hearing on **17.5.0000** --- TAK enclosed applications/letters as **Annex T to Z-3**
17. Everyone acted in violation of byelaws – violated interim order dated 16.03.0000 in CP No. 00/0000 provisions of section 54, 70 and 70-A of the Cooperative Societies Act, 1925 are not applicable in this case hence this suit
18. **PRAYER Clauses:** (a) declare that TAK is owner of suit plot; (b) declare that TAK is responsible only for the payment of Rs. 198,000; (c) permanent injunction restraining Ds from claiming / interfering into the right of TAK as owner; (d) cancellation of lease deed in favour of D7 MA; (e) direct Ds to hand over physical possession of suit plot; (f) direct D4/D10 to execute lease deed in favour of TAK upon failure, nazir may be authorized to execute lease deed; (g) Ds may be directed to make payment of Rs. 20 million to TAK; (h) any other relief (i) cost of the suit.

D7's submissions (p. 411 – 417) dt 00-0-0000

1. He is the real/bona fide purchaser of the suit plot
2. He purchased the plot from D5 AD through a sale agreement --- D5 submitted the required document before D10 for transfer of the plot to his name --- I am in possession of the suit plot and am constructing a house over it (**para 11 – 12, p. 413**)
3. Lease deed executed by D4 and D10 in favour of D7 on 7-4-0000
4. D7 relies upon sec 70, 70-A and 54, 54-A
5. Even if D10 committed any illegalities or violations / omissions D7 should not suffer the consequences (**para 13, 14 and 18 p. 415**)

WS of D4 and D10 (dt 4-1-0000) p. 435 – 447 --- Annexes from p. 449 - 463

1. Suit barred by sec 70 --- notice not given
2. Suit barred by 70-A, 54 and 54-A --- alternate remedy available
3. Neither LL Khan nor TAK paid any dues to the society after death of LK despite several notices --- example final notice dt 11-6-0000 and 23-12-0000

--- even after more than 1 year when D4 called upon TAK to submit required documents and clear the dues --- upon failure society will take action --- example annex Y-4 and Y-21 to the suit

4. D4 questioned genuineness of the nomination application dated 9-2-0000
5. In relation to CP 00/0000, D4 states that the same was disposed of on 22-12-0000 with directions to the ex-management of the society to first reply to the SCN and face the enquiry --- by which the society was taken over by the govt.
6. LK did not pay any amount --- TAK appeared and made payments on behalf of LL Khan --- TAK failed to pay any amounts since last 15 years which come to Rs. 316,800 at the time of cancellation of plot
7. TAK is neither member of the society, nor allottee of plot, nor inherited plot, nor nominee of father
8. D4 states that TAK's pay order dt 1-12-0000 was never accepted by society against outstanding dues of Rs. 316, 800 --- TAK himself states in para 7 that he was ready to pay dues of Rs. 198,000 against letter dt. 11-6-0000 for Rs. 345,740 while on the other hand sending a pay order of only Rs. 16000 on 1-12-0000 --- contradictory behavior (**para 9, p. 441**)
9. Suit plot was cancelled with the approval of the managing director, Sindh cooperative housing society under letter no. MD/SCHA/000 dt 18-2-0000, on 19-2-0000 --- cancelled plot was offered to waiting member of the society AD who paid entire dues and got the allotment --- thereafter he sold it to MA s/o GH
10. Since 0000, no payments made --- even TAK refused to pay KESC dues point blank --- many chances given not availed (**para 11, p. 443**)
11. Plaintiff is himself admitting the title of D7 and is only objecting the construction without building plan (**para 13, p. 443**)
12. Provincial ombudsman has no jurisdiction but civil court has (**para 14, p. 443**)
13. TAK was not even a party in CP 00/0000 --- said petition was filed only to challenge the taking over of the society by the govt --- also the plot was already cancelled and allotted to the waiting member before filing of CP no. 00/0000