

IN THE COURT OF MUHAMMAD JUNAID ALAM
CIVIL JUDGE-II, TEHSIL COURTS, KALAYA, ORAKZAI

Suit No.....48/1 of 2024

Date of Original Institution.....02.09.2024

Date of Decision.....23.04.2025


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1. NIKMAT KHAN AND
2. ZARI BAT KHAN, BOTH SONS OF KHAWAJA WALI KHAN, BOTH RESIDENTS OF QOM BEZOT, TAPA BITHANI, TEHSIL LOWER DISTRICT ORAKZAI.

.....(PLAINTIFFS)

VERSUS

1. AMEER JAN SON OF JALANDAR KHAN,
2. FAROOQ SHAH,
3. TAJREEB SHAH,
4. USMAN ULLAH, SONS OF AMEER JAN, ALL RESIDENTS OF QOM BEZOT, TAPPA BETHANI, TEHSIL LOWER DISTRICT ORAKZAI.


MUHAMMAD JUNAID ALAM
Civil Judge / JM-II
Orakzai at Kalaya

.....(DEFENDANTS)

5. SAKHI MUHAMMAD SON OF NIKMAT KHAN AND
6. SAID KHAN SON OF LAL MAT SHER, BOTH RESIDENTS QOM BEZOT, , TEHSIL LOWER DISTRICT ORAKZAI.

.....(PROFORMA DEFENDANTS)

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SUIT FOR DECLARATION CUM-PERMANENT INJUNCTION


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SUMMARY JUDGMENT

23.04.2025

Parties present. Court has decided the instant case through summary judgment on the basis of compromise and available record. Parties apprised the court that matter has been patched up between the parties through a jirga outside the court and requested for disposal of the suit on the basis of compromise accordingly..

Statements of attorney for plaintiffs and jirga members are recorded which is duly signed/thumb impressed by them. Copy of compromise deed is Ex. PB; special power of attorney is Ex. PA while copy of CNIC of attorney for plaintiffs is exhibited as Ex. PC. Original compromise deed seen and returned after examination.


MUHAMMAD JUNAID ALAM
Civil Judge / JM-II
Orakzai at Kalaya

Brief facts of the case in hand are that plaintiffs have filed the instant suit against the defendants for declaration cum permanent injunction to the effect that plaintiffs are owners in possession of the suit field known as *Satar Patay*. Plaintiffs further stated that the suit field was exchanged to one Lal Mat Sher. On exchange two fields known as *Bando Seera* and *Shaglan Patay* and handed over the possession of the same to each other. As

the *Satar Patay* was on the front side of the road, therefore, plaintiffs had given Rs. 800,000/- (eight lac) to Lal Mat Sher vide agreement deed dated 10.12.2021 in presence of witnesses. Defendants were asked time and again to not interfere in the suit property hand over the possession of the suit property, but they refused, hence, the present suit.

Under the due process of law and procedure defendants were summoned. Defendants in person appeared before the court and marked their attendance. Later on, Proforma defendants appeared before the court and recorded their statement, wherein they stated that have no objection if the suit in hand is decreed in favor of plaintiffs.


MUHAMMAD JUNAID ALAM
Civil Judge / JM-II
Orakzai at Kalaya

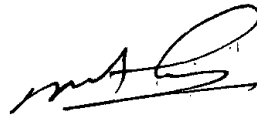
Today, parties stated at the bar that the matter has been patched up between them outside the court through a compromise deed. In this respect statements of attorney for plaintiffs and jirga members were recorded.

As the matter has been patched up between plaintiffs and defendants through a compromise deed, as per terms and conditions duly mentioned in the compromise deed as Ex-PB and parties are at consent with each other, therefore, suit in hand is hereby decreed

in favor of plaintiffs on the basis of compromise between the parties. No order as to cost.

File be consigned to record room after its necessary completion and compilation.

Announced
23.04.2025



Muhammad Junaid Alam,
Civil Judge-II,
Tehsil Court Kalaya, Orakzai

CERTIFICATE

Certified that this judgment consists of **four** (04) pages, each has been checked, corrected where necessary and signed by me.



Muhammad Junaid Alam,
Civil Judge-II,
Tehsil Court Kalaya, Orakzai