FORM "A" FORM OF ORDER SHEET

| IN THE COURT (| IN THE COURT OF MUHAMMAD JUNAID ALAM, CIVIL JUDGE/JUDICIAL MAGISTRATE-II, KALAYA ORAKZAI | | | | |
|--|--|--|--|--|--|
| Serial No. of Order of Proceedings | Date of Order or Proceedings | Order or other Proceedings with Signature of Judge or Magistrate and that of Parties or Counsel where necessary. | | | |
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| Order No. 06 | 11.10.2025 | Parties alongwith counsel present. | | | |
| | | Today the case was fixed for arguments on maintainability. | | | |
| | | Arguments on the point of maintainability on behalf of | | | |
| | | both the counsels for the parties heard. | | | |
| | | Vide this order the Court intends to dispose of the question | | | |
| | | with regard to maintainability of instant suit. | | | |
| | | Perusal of the record would reveal that plaintiffs filed instant | | | |
| | | suit for declaration cum permanent injunction regarding the | | | |
| | | suit property, wherein it is contended that parties to the suit | | | |
| | | are resident of Zerra area, which consistes of lands and | | | |
| | " | mountains, fully detailed in the headnote of the plaint and to | | | |
| | | be referred as the suit property; that they have constructed | | | |
| | | houses there and are occupying the suit property alongwith | | | |
| | | other inhabitants since the time of their forefathers. That in | | | |
| المرية | LAID ALAM | the pact many disputes have arisen between the parties | | | |
| | MIR LINGS Kalaya | regarding suit property, which were resolved on 12.06.1982 | | | |
| my | AMMA JUNA JANA AMMA JUNASA KALAYA | & 28.01.1993, whereby, not only the rights of the plaintiffs | | | |
| | | were acknowledged and determined but they were also held | | | |
| | | equally entitled to the extent of 1/3 rd share in profit and loss | | | |
| | | of the produce of the land i.e. suit property. Furthermore, | | | |
| | | plaintiffs stated in their plaint that they are entitled to the | | | |

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| Continued Order No. 06 | 11.10.2025 | recovery of their share of Rs. 22,00,000/- out of Rs. |
| Order No. 00 | | 66,00,000/-, the compensation amount, which was received |
| | | by defendants on account of acquisition of the portion of suit |
| | | property for FC Fort. That defendants have no right to |
| | | breach the terms of jirga decision/written agreement and deny |
| | | their precious rights. Lastly, plaintiffs have requested for |
| | | decree of the suit. Contrary to this defendant no. 01 to 16 |
| | | stated in their written statement that plaintiffs have made |
| | | changes in the jirga verdict dated 28.01.1983, which now has |
| | | become a forged and fabricated document and cannot be |
| | · | trusted. Defendant no. 01 to 16 are owners in possession of |
| | | the suit property since the time of their forefathers and status |
| | · | of plaintiffs is not more than the tenants, who have no |
| | | concern with the suit property. Furthermore, stated that |
| | | license for mining on lease, has been properly granted to |
| | | defendant no. 01 Hamid Hussain by the Government. They |
| | | lastly requested for dismissal of the suit. |
| الم | 6 | Defendant no. 20 & 21 stated in their written statement that |
| 7 | AD JUNAID ALAM JUNAID ALAM JUNAID ALAM JUNAID ALAM JUNAID ALAM | they had already handed over the cheque to owners of the suit |
| WOHA CIV | Mirai at Kalaya Yoga I Julan | property regarding the land allotted to Frontier Constabulary. |
| | | Arguments heard and record perused. |
| | | In light of above, court noted that there are many legal |
| | | lacunas in the suit which are as follows:- |
| : | | 1. Prayer Alif of the plaint is not clear and amigious |

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| Continued Order No. 06 | 11.10.2025 | that what kind of decree the plaintiffs are demanding |
| | | from the Court. Similarly, Prayer Jeem of the plaint is |
| | | also incomplete and un-specified. Therefore, an |
| | | ambiguous decree cannot be granted. |
| | | 2. Full description of the suit property has not been |
| | | mentioned in the plaint in order to properly identify it. |
| | | Presence of any structure in the shape of houses, shops |
| | | and roads has not been given in the description of the |
| | | property. Similarly, the form of land e.g. agricultural |
| | | land, residential land and commercial land etc has not |
| | | been given in the description of the property. Prayer A of |
| | | the plaint supposes that the suit land is a single piece and |
| | | square in shape as only four boundaries are mentioned in |
| | | the plaint. But, during arguments it was revealed that the |
| | | suit land consists of many fields, houses, pathways and |
| | | water channels etc. Since, proper description of the suit |
| | AL AM | property has not been given in the plaint, therefore, the |
| anuHAMI | NAD JUNAID ALAM NI Judge Kalaya Takzai at Kalaya | suit is not maintainable in the present form. |
| C | rakzai L | 3. In the prayer A, the plaintiffs have claimed only |
| | | themselves as owners in possession of the suit property, |
| | | but on the other hand they shown their ownership and |
| | | possession over the whole area of Zerra, Orakzai by |
| | | excluding the whole population of the Zerra village. |

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| , | | 4. All the interested/necessary parties have not been |
| | | impleaded in the suit. The suit is bad for non-joinder of |
| | | the all the necessary parties. |
| | | 5. The prayer "Bay" is regarding the recovery of |
| | | amount regarding the acquisition of land made by the |
| | | Government for construction of F.C Fort. According to |
| | | Land Acquisition Act this matter come under the |
| | | jurisdiction of Referee Court. According to land |
| | | Acquisition Act this matter comes under the jurisdiction |
| | | of Referee courts. Therefore, the instant Civil Court lacks |
| | | the jurisdiction to entertain and adjudicate upon the |
| | , | instant matter. |
| | | In light of what has been discussed above, instant suit is |
| | | hereby dismissed being not maintainable. No order as to |
| | | costs. File be consigned to the record room after its |
| | | necessary completion and compilation. |
| | | Announced 11.10.2025 |
| | | Muhammad Junaid Alam, Civil Judge-II |
| | | Tehsil Courts, Kalaya Orakzai |
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