

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

**Suit No. 29/1 of 2023**

DATE OF ORIGINAL INSTITUTION.....30.03.2023  
 DATE OF DECISION OF THE SUIT .....27.10.2025

QABIL NOOR SON OF FAZAL NOOR AND 79  
 OTHERS, ALL RESIDENTS OF SULTANZAI,  
 VILLAGE RANG DARA DISTRICT ORAKZAI

.....PLAINTIFFS

**VERSUS**

KHWAJA MUHAMMAD SON OF ATIQ ULLAH  
 AND 06 OTHERS, ALL RESIDENTS OF QOM  
 ABDUL AZIZ KHEL, QUDOS KALLAY,  
 DISTRICT ORAKZAI

.....DEFENDANTS

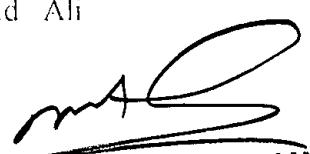
**SUIT FOR DECLARATION -CUM- PERPETUAL,**  
**MANDATORY INJUNCTION, SPECIFIC RELIEF**  
**AND POSSESSION.**

Counsel for plaintiffs: Mr. Sana Ullah Khan Advocate

Counsel for defendants: Mr. Shakeel Ahmad and Abid Ali  
 Advocates

**JUDGMENT**

**27.10.2025**

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

Vide this judgment the Court intends to dispose of

the instant suit filed by plaintiffs for declaration cum  
 perpetual and mandatory injunction.

1. Brief facts of the case in hand according to the plaint  
 are that parties to the suit are joint owners-in-

possession of the suit property measuring about 50-jirabs (41 fields) situated at Navi Kallay Sultanzai, District Orakzai since their fore-fathers. Further stated that parties to the suit are equal shareholders of the suit property. That plaintiffs previously filed a civil case for adjudication in the court of Civil Judge-I, Orakzai on 27.02.2021, but later on it was withdrawn on the basis of compromise. Thereafter, the elders of the locality divided the suit property in equal shares i.e. 25 jiribs between the parties. Parties were enjoying their possession over the half shares of 50 jiribs. In this regard a written agreement was scribed between parties to the suit dated 16.03.2021, which was accepted by both the parties. The same was signed/thumb impressed by both the parties as well as elders/arbitrators. Defendants are now illegally interfering in the suit property and are illegally and forcibly occupying the share of plaintiffs. Defendants were asked time and again to resolve the issues, but in vain, hence, the instant suit has been instituted.

2. After institution of the plaint, the defendants were summoned. Defendants appeared before the Court

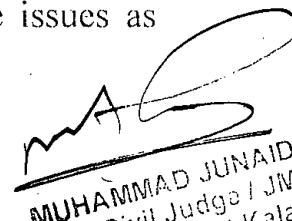


MUHAMMAD JUNAID ALAM  
Civil Judge / JM-II  
Orakzai at Kalaya

through attorney and submitted their written statement, wherein they raised many legal and factual objections.

3. Out of controversies of the parties, as raised in their respective pleadings, the then incumbent Court framed the following issues on 16.06.2023. But during the arguments this Court observed that previously the issues were framed without an opportunity of discussing the stance of defendants. Court deems it appropriate to amend the issues as follows.

**Issues:**



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

1. Whether the plaintiffs have got a cause of action? OPP
2. Whether plaintiffs are owners in possession of half share i.e. 25 jiribs of the suit property vide agreement deed dated 16.03.2021? OPP
3. Whether defendants are owner in possession of the suit property since the time of their predecessors while plaintiffs are their tenants?  
OPD
4. Whether the agreement deed dated 16.03.2021 was previously executed between parties only to

the extent of development schemes while the last 03 lines of the said deed regarding partition of suit property were later on fraudulently incorporated by plaintiffs with different handwriting? OPD

**5. Whether the plaintiffs are entitled to the decree as prayed for?**

**6. Relief.**

4. Both the parties were directed to produce the evidence, which they did accordingly. Plaintiffs produced as many as seven witnesses before filing the amended plaint, afterward upon the submission of amended plaint, they produced four more witnesses and thereafter, closed their evidence. Contrary to this the defendants produced two witnesses and thereafter, closed their evidence with a note.

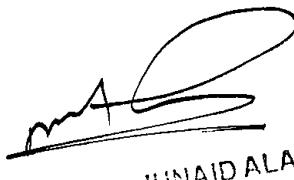
5. Both the learned counsels for the parties to the suit then advanced arguments.

6. Learned counsel for the plaintiffs opened the arguments and argued that plaintiffs are owners in possession of half share i.e. 25 jiribs of the suit property situated at Navi Mela, Sultanzai, District

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

Orakzai vide agreement deed dated 16.03.2021.

Thus both the parties to the suit are equal shareholders in the suit property. He stated that plaintiffs previously filed a civil case for adjudication in the court of Civil Judge-I, Orakzai on 27.02.2021, but later on it was withdrawn on the basis of compromise. Thereafter, the elders of the locality divided the suit property in equal shares i.e. 25 jiribs each between the parties and since then are enjoying their possession over the half shares of 50 jiribs. In this regard a written agreement was also scribed between parties to the suit dated 16.03.2021, which was accepted by both the parties. The same was signed/thumb impressed by both the parties as well as elders/arbitrators. Defendants are now illegally interfering in the suit property and are illegally and forcibly occupying the share of plaintiffs. He further argued that the plaintiffs have succeeded to prove their stance through cogent, convincing and reliable evidence and further nothing in rebuttal is available on the record, hence prayed that the suit in hand may kindly be decreed in favour



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

of plaintiffs and against the defendants for the relief as prayed for.

7. Contrary to this learned counsel for the defendants argued that plaintiffs have got no cause of action. The plaint of the plaintiffs is time barred and this court has got no jurisdiction to entertain the instant suit. The suit is also bad due to mis-joinder and non-joinder of the parties. He further adduced that plaintiffs are basic and ancestral residents of District Khyber, while, they are tenants/*kalangian* of defendants. He further adduced that plaintiffs had also illegally and unlawfully filed a previous civil suit in the court on 27.02.2021, which was unconditionally withdrawn. He further argued that the agreement deed dated 16.03.2021 was scribed to the extent of the then ongoing government development schemes and the overwriting in the said agreement deed is fake, bogus and forge. The plaintiffs have made unlawful addition in the said agreement deed. Further, adduced that plaintiffs have no ancestral land in Orakzai and argued that plaintiffs are neither owners of the suit property nor they have got any concern with the same. Learned



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

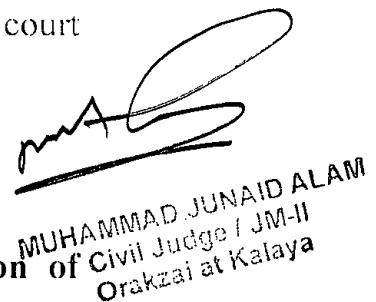
counsel further contended that the plaintiffs have failed to prove their stance through cogent and convincing evidence. And prayed that as plaintiffs failed to prove their case, accordingly the suit in hand may kindly be dismissed.

8. In the light of perusal of record, available evidence and valuable assistance of both the learned counsels for the parties the issue wise findings of the court are as under.

**ISSUE NO. 02:**

**Whether plaintiffs are owners in possession of half share i.e. 25 jiribs of the suit property vide agreement deed dated 16.03.2021? OPP**

This issue onus on plaintiffs. Plaintiffs in their plaint have stated that parties to the suit are joint owners in possession of the suit property measuring about 50-jirabs (41 fields) situated at Navi Kallay Sultanzai, District Orakzai since their fore-fathers. Further stated that parties to the suit are equal shareholders of the suit property. That plaintiffs had previously filed a civil case for adjudication in the court of Civil Judge-I, Orakzai on 27.02.2021, which was withdrawn on the basis of compromise. Thereafter, the elders of the locality divided the suit property in



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

equal shares i.e. 25 jiribs each between the parties.

Whereas, parties have been enjoying their possession over the half shares of 50 jiribs since then. In this regard a written agreement was scribed between parties to the suit dated 16.03.2021, which was duly assented by both the parties. To prove their stance, plaintiffs earlier produced one Ghameer Gul son of Khan Baz as **PW-01**, who deposed in light and support of the stance of plaintiffs as stated in the plaint. He produced copy of his CNIC which is Ex.

**PW-1/1.** During cross examination he stated that he belongs to Qom Kamar Khel, District Khyber. The witness further stated that the plaintiff Qabil Noor also belongs to Qom Afridi. He affirmed that he has no knowledge of what kind of claim the plaintiffs have filed before the Honorable Court.



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

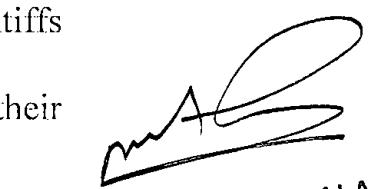
سے میں مجھے علم نہ ہے کہ مدعاں نے کیا دعویٰ عدالت حضور میں دائر کیا ہے۔

**PW-02** is Badshah Meer, who stated on oath in light and support the stance of plaintiffs as narrated in the plaint. During cross examination he stated that it is correct that he belonged to District Khyber and

plaintiffs also belong to District Khyber. It is also correct that Qom Afzadi are bonafide residents of District Khyber. He also conceded that he does not know what the plaintiffs are claiming. He admitted that the Khanan of Orakzai had given the properties to cultivators for cultivation. But said that he has no knowledge that whether the predecessor of defendants had given the suit property to plaintiffs on tenancy or not, this fact would be known to their elders.

یہ درست ہے کہ میں ضلع خیر سے تعلق رکھتا ہوں اور مدعیان کا تعلق بھی ضلع خیر سے ہے۔

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



مجھے علم نہ ہے کہ دعویٰ مدعیان کس بابت ہے یہ بھی درست ہے کہ اور کزئی کے خانان نے اپنی

اراضیات کا شت کاروں کو کاشت کے لئے دی ہوئی ہیں۔ مجھے علم نہ ہے کہ مدعا علیهم کے

آباد واحد اور جائیداد مدعیان کو تلگ پریا کر ایہ پر دی ہیں یا نہیں یہ ان کے مشران کو علم

گو

**PW-03** Meer Qalam Khan son of Meer Abdullah Khan, who stated in light and support of the stance of plaintiffs. During cross examination he stated that defendants are Khanan of Sultanzai. It is correct that plaintiffs are belong to Qom Afzadi District Khyber.

It is also correct that plaintiffs are cultivators/Qalangian in the property of defendants.

مدعیان علیهم سلطان زمی اور کرنی کے خان ہیں۔ یہ درست ہے کہ مدعیان قوم افریدی ضلع خیبر

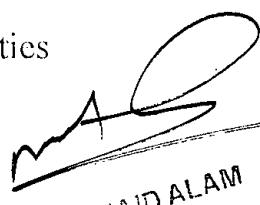
سے تعلق رکھتے ہیں یہ بھی درست ہے کہ مدعیان علیهم کی اراضیات پر قلمیان ہیں۔

He further stated that he has not decided that whether 25 jiribs of land would be the shares of plaintiffs and remaining 25 jiribs would be ownerships of defendants.

میں نے مابین فریقین یہ نیچہ نہیں کیا تھا کہ 25 جریب اراضی مدعیان اور 25 جریب مدعیان علیهم

کی ملکیت ہو گی۔

During the cross examination he also said that it is correct that if in the agreement deed mentioned as Mark A, that 25 jiribs of land would be the shares of plaintiffs and remaining 25 jiribs would be of defendants, then it is written without my consent. It is also correct that I put my thumb impression on the agreement deed Mark A to the effect that the parties would not stop the government schemes.



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

یہ درست ہے کہ اگر اقرار نامہ مارک میں مذکورہ تحریر یعنی 25 جیرب اراضی مدعیان اور 25

جیرب اراضی مدعی علیهم کی ہو گی تو ہمیری مرضی کے بغیر لکھا گیا یہ بھی درست ہے کہ میں

نے اقرار نامہ مارک پر ثانی انگوٹھا کیا ہے کہ فریقین سرکاری سکیموں کو بند نہیں کرے گا۔

PW-04, Qutab Khan son of Latif Khan, who deposed in light and support of the stance of plaintiffs as narrated in the plaint. He stated in his cross examination that defendants are known as Khanan of the District Orakzai. It is correct that plaintiffs belong to Qom Afridi of District Khyber. It is correct that the plaintiffs have been residing in the property of defendants for long time. It is correct that he has seen that property, which is being cultivated by plaintiff no. 01 Qabil Noor.

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

یہ درست ہے کہ مدعیان قوم آفریدی صلح خبر سے تعلق رکھتے ہیں۔ یہ بھی درست ہے کہ

مدعیان کافی عرصہ سے مدعی علیهم کے اراضیات میں اباد ہیں۔ یہ بھی درست ہے کہ مدعیان قوم

آفریدی صلح خبر سے تعلق رکھتے ہیں خانان کی جو اراضیات مدعی نمبر 1 قابل نور کا شت کرتا ہے

وہ میں نے دیکھا ہے۔

PW-05 is Wajid Khan son of Khameen Gul. He stated in his examination in chief that the alleged agreement deed is correct except the last three lines.

During cross examination he stated that when he signed the Mark A at that time the last three lines were not there. It is correct that the last three lines of the deed were scribed by plaintiffs after the scribing of the alleged written agreement.

یہ درست ہے کہ جب میں نے دستخط کیا تو اقرار نامہ پر موجود آخری تین سطور اس وقت تحریر

نہ تھی۔ یہ درست ہے کہ آخر تین سطور مدعیان نے بعد ازاں تحریر کی ہیں۔

**PW-06** Ashna Deen son of Sharab Khan, who deposed in light and support the stance of plaintiffs.

During cross examination he said that he belongs to Qom Kamar Khel, District Orakzai.

**PW-07** Qabil Noor son of Fazal Noor, the plaintiff no. 01 himself appeared before the court, who

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

deposed in light and support the stance as alleged in the plaint. During cross examination he stated that the permanent address in his CNIC is mentioned as Qom Qamer Khel, District Khyber. He further stated that in the special power of attorney some of the plaintiffs are abroad for the last 08/10 years. He further stated that District Orakzai consists of 18 Qoms, wherein, Qom Qamar Khel is not there.

یہ درست ہے کہ میرے شاختی کارڈ میں مستقل پہ قوم قرخیل ہے خونیاد خیل، ضلع خیبر درج

ہے۔ یہ بھی درست ہے کہ مدعاں کے مختار نامہ میں کچھ افراد 07/08 سال سے بیرونی ملک

رہائش رکھتے ہیں۔ اور کمزی 18 اقوام پر مشتمل ہیں اور کمزی میں کوئی بھی قرخیل قوم موجود

نہیں ہے۔

It is also correct that defendants are having other property beside the suit property.

Thereafter plaintiffs closed their evidence. However, in the meanwhile the plaintiffs were allowed to file amended plaint, and after submission of amended plaint, they produced four more witnesses, which are reproduced as under.



MUHAMMAD JUNAID ALAM  
PW-01, Mianoor son of Misri Gul, resident of Civil Judge / JM-II  
Orakzai at Kalaya

Khyber came to witness box and deposed as PW01.

He stated in his examination in chief that later on, some time ago, he heard that both the parties to the suit had divided the suit property. The witness was cross examined. During cross examination he deposed that it is correct that both addresses in his CNIC is of Khyber Agency. It is also correct that Orakzai consists of 18 sections. It is also correct

that section Afridi is not available in the 18 Qoms of Orakzai.

یہ درست ہے کہ میرے شاختی کارڈ میں دونوں ایڈریس میں صلح خیر ہے۔ یہ بھی درست ہے کہ

صلح اور کزئی 18 قوم پر مشتمل ہیں۔ یہ بھی درست ہے کہ اور کزئی کے مذکور 18 قوم میں

قوم آفریدی موجود نہیں ہے۔

During cross examination he said that it is correct

that I have mentioned in my examination in chief,

regarding the partition of the suit property.

Regarding the same a written deed was also scribed,

but I am not the witness of the same deed, rather I

have heard regarding the deed.

میں نے جس تقسیم کے بابت اپنے ابتدائی بیان میں ذکر کیا ہے اس کے بارے میں نے جس تقسیم کے بابت اپنے ابتدائی بیان میں ذکر کیا ہے اس کے بارے میں

میں ایک تحریر بھی لکھی گئی تھی لیکن اس تحریر کے اقرار نامہ میں میں گواہ نہیں ہوں البتہ میں

نے اس تحریر کے بارے میں سنائے

PW-02, Seenab Gul son of Khaista Gul was produced, who stated in examination in chief that both the parties to the suit had enmity with the late Colonel Amanullah and got the suit property freed, we have now heard that the parties have divided it among themselves.

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

فریضیں نے مشترک طور پر کریم امان اللہ مرحوم کے ساتھ دو شعبنی کر کے جائیداد مدد عویہ کو

آزاد کرایا اور پھر جیتنے کے بعد ہم نے ابھی سنائے کہ فریضیں نے تقسیم کر دی ہے

He further supported the stance of plaintiffs as narrated in the plaint. His CNIC is Ex. PW-2/1. The witness has been cross examined. During his cross examination that he admitted that he was not present at the time of partition between the parties, but he had heard from someone that the suit property property has been divided between them.

میں فریضیں کی تقسیم میں موجود نہ تھا لیکن کسی سے سناؤ کہ تقسیم میں فریضیں بابت جائیداد

مدد عویہ ہو چکا ہے۔

**PW-03**, Said Marjan son of Zewar Jan appeared in the witness box, who stated on oath in light and support of the stance of the plaintiffs as narrated in the plaint. He produced his CNIC which is Ex. PW 3/1. During cross examination he stated that his forefathers had shifted from Barra Khyber and settled there.

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

پورست ہے کہ ہمارے آباء اجداد باڑہ خیبر سے نکل ہو کر یہاں پر آباد ہیں۔

He further deposed that a written agreement was affected between parties to the suit, wherein it was

decided that no one would restrain government schemes against each other.

کہ دونوں فریضیں کے مابین ایک تحریری معاہدہ ہوا تھا جس میں ایک دوسرے پر سرکاری کام بند

نہیں کریں گے۔

PW-04, Abdul Wadood son of Alam Khan, who stated on oath in light and support of the stance of the plaintiffs as narrated in the plaint. He produced his CNIC which is Ex. PW-4/1. During cross examination he stated that plaintiff no. 60 is his brother, who died 06 years ago. Similarly, Kashmir is also his brother, who has died 05 years ago.

مدعی نمبر 60 طالب جان بھی میر احمدی ہے جو کہ 06 سال قبل قتل فوت شد ہے کشمیر بھی میر احمدی

ہے جو کہ 05 سال قبل قتل فوت شد ہے۔

He is also stated that all the plaintiffs are Afzidi of District Khyber. It is also correct that Orakzai consists of 18 sections, in the 18 sections of Orakzai there is no Qom of Afzidi.

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

18 قوم اور کرکی میں کوئی بھی آفریدی قوم شامل نہ ہے۔

In light of the above evidence produced by the plaintiffs to prove the issue in hand, it has been noticed that although PWs deposed in light and support of the stance of plaintiffs as stated in their plaint. However, during cross examination all the PWs were contradicted in material particulars and negated the stance of the plaintiffs. A brief of said contradictions and negations is mentioned as under;

**As for as the document Mark A is concerned,** it is pertinent to mention here that PW-03 Meer Qalam Khan, is the mediator of deed Mark A, who stated in his cross examination that that he did not decide that 25 jiribs of land would the share of plaintiffs and remaining 25 jiribs would of the defendants. He further strengthens the stance of defendants as mentioned in their written statement that it is correct that if in the agreement deed Mark A, if it is written that 25 jiribs of land would the shares of plaintiffs and remaining 25 jiribs would be of the defendants, then it is written without my consent. He also admitted that thumb impression/signed on the agreement deed Mark A to the effect that the parties would not stop the government schemes. When PW-



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

05 Wajid Khan, witness of the agreement deed Mark A, appeared before the court he stated in his cross examination that when he signed the deed, at that time the last three lines were not there and that the last three lines of the deed were added by plaintiffs after the scribing of the written agreement.

یہ درست ہے کہ جب میں نے دھنٹ کیا تو اقرار نام پر موجود آخری تین سطور اس وقت تحریر

نہ تھی۔ یہ درست ہے کہ آخر تین سطور مدعیان نے بعد ازاں تحریر کی چیز۔

**As for as the possession of the suit property is concerned,** it is noted that PW-07, the plaintiff no. 01 himself appeared before the court and stated in his cross examination that it is correct that defendants have possession of the suit property.

PW-02 and PW-04 appeared in the court and stated in their respective cross examinations that plaintiffs are settlers/Kalangian in the property of defendants.

**As for as the permanent residence of plaintiffs is concerned,** it is pertinent to mention here that PW-02, stated in his cross examination that it is correct that plaintiffs belong to Qom Afridi of District Khyber. Further stated that there are 18 Qoms in District Orakzai and there is no Afridi tribe in

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



District Orakzai. PW-03 stated in his cross examination that it is correct that forefathers of plaintiffs had shifted from Khyber to Orakzai and settled in Orakzai. The PW-01 Ghameer Gul appeared and also stated that plaintiffs belong to District Khyber.

**As for as cultivation of suit property concerned,** it is noted that PW-02 Badshah Meer

stated in his cross examination that defendant had given the property to cultivators for cultivation. The star witness of the plaintiffs Meer Qalam Khan admitted in his cross examination that plaintiffs are cultivators/*Qalangian* of defendants. PW-04 Qutab Khan admitted that plaintiffs have been residing in the property of defendants for long time. He further admitted that he has seen the plaintiff no. 01 Qabil Noor who had cultivated the suit property. PW-05 Wajid Khan also admitted that plaintiffs are *Kalangian* of defendants. It shows that defendants have the possession of the suit property.

**As for as witnesses of plaintiffs are concerned,** it is noted that PW-01 Ghameer Gul stated in his cross

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

examination that he has no knowledge that what plaintiffs claiming before the Hon'ble Court.

جسے علم نہ ہے کہ مدعیان نے کیا دعویٰ غدالت حضور میں دائر کیا ہے۔

When PW-02 Badshah Meer appeared and stated that he has no knowledge about the claim of plaintiffs.

جسے علم نہ ہے کہ دعویٰ مدعیان کس بابت ہے۔

It shown that most of the witnesses of plaintiffs are ignorant.



**As for as the partition of the suit property concerned,** it is noted that when PW-02 Seenab Gul son of Khaista Gul appeared before the court and started in his cross examination that he was not present in the partition, but had he heard from someone regarding the partition of the suit property. He said statement "*I heard from someone that partition has been made*" is inadmissible hearsay and has no probative value, thus it does not support the plaintiff's case.

**As for as special power of attorney is concerned,** it is worth mentioning here that PW-04 Abdul Wadood stated in his cross examination that plaintiff

no. 60 Talib Jan is his brother, who was died before 06 years.

مدعی نمبر 60 اس کا بھائی ہے وہ میرا بھائی ہے لیکن وہ 06 سال پہلے وفات پا چکا ہے

PW-07 and plaintiff no. 01 Qabil Noor appeared before the court and disclosed that some of the plaintiffs are abroad for about 06/07 years.

مدعی قابل نور اپنے جرح میں کہتے ہیں کہ کچھ مدعیان تقریباً 08 سال سے بیرونی ممالک میں رہا

شہزادہ۔

It is admitted by the plaintiff no. 01 Qabil Noor, that some of the plaintiffs have been residing abroad for the last 08-07 years and have not appeared in person. Thus, the alleged special powers of attorney have neither been duly proved nor the executants have been examined. Hence, their absence and non-appearance adversely affected the plaintiffs' case, which remains unsubstantiated by the best possible evidence. During cross-examination, the PW-04 Abdul Wadood admitted that some of the plaintiffs had already died prior to the filing of the plaint.

It is settled law that a deceased person has no legal existence in the eyes of law, and any proceedings instituted in the name of such person are a nullity.

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

Therefore, the plaint, to the extent of deceased plaintiffs, is void ab initio and the suit so filed is not maintainable.

In light of the above evidence produced by the plaintiffs to prove the issues in hand, it has been noticed that all the PWs deposed in light and support of the stance of plaintiffs as alleged in their plaint. However, during cross examination the PWs were contradicted in material particulars. Furthermore, plaintiffs failed to prove the issues in hand through cogent, convincing and reliable evidence, hence, accordingly the issue is hereby decided in negative against the plaintiffs and in favor of the defendants.

**ISSUE NO. 03 & 04:**

**Whether defendants are owner in possession of the suit property since the time of their predecessors while plaintiffs are their tenants?**

**OPD**

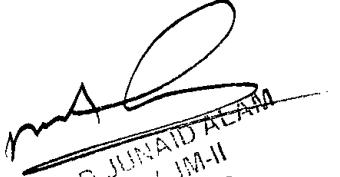
**Whether the agreement deed dated 16.03.2021 was previously executed between parties only to the extent of development schemes and thus the last 03 lines of the said deed regarding partition of suit property were later on fraudulently**



MUHAMMAD JUNAID ALAM  
C.I. No. 111111111  
Ornament at Kalaya

incorporated by plaintiffs with different  
**handwriting? OPD**

Both these issues are interlinked, hence, taken together for discussion. The defendants in their written statement have stated that plaintiffs are settlers of District Khyber, they are tenants/*kalangian* of defendants. They further adduced that plaintiffs were illegally and unlawfully filed a civil suit in the court on 27.02.2021, which was unconditionally withdrawn. They further disclosed that the agreement deed dated 16.03.2021 was scribed to the extent of ongoing government development schemes and the last three lines of said agreement deed are fake, bogus and forge. Thus, the plaintiffs have made unlawful addition in the said agreement deed. Furthermore, stated that plaintiffs have no piece of land in Orakzai. Also, stated that plaintiffs are neither owners of the suit property nor they have got any concern with the same. To prove their stance defendants produced one Imran son of Sultan Muhammad/attorney for defendants in the witness box and deposed as DW-01, who deposed on oath in light and support of the stance of



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

defendants as narrated in the written statement.

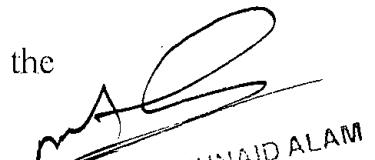
During cross examination he stated that plaintiffs had been residing in the village Rang Dara for last 50 years. Self-stated that plaintiffs were settled by their predecessors.

مدعیان گاوں رنگ درہ میں 50 سالوں سے رہائش پذیر ہیں۔ از خود کہا کہ ہمارے اباء اجداء نے

ہمارے لئے آئے تھے۔

DW-01 further stated in his cross examination that agreement deed dated 16.03.2021 was scribed to the extent of restraining the government schemes.

یہ درست ہے کہ تحریر 16.03.2021 میں ہم نے تحریر کیا تھا کہ فریشن ایک دوسرے پر

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

قیامی کام بند نہیں کریں گے۔

DW-01, further strengthen stance of defendants as narrated in the written statement. Stated in his cross examination that it is correct that an agreement deed dated 16.03.2021 was scribed between the parties to the suit in the presence of witnesses namely Meer Qalam, Wajid and Qutub Deen.

یہ درست ہے کہ 16.03.2021 کو میں فریشن کے درمیان ایک تحریر گواہان میر قلم،

واجد اور قطب دین کے موجودگی میں لکھا تھا۔

In the light of the above evidence produced by defendants to prove their stance as well as the issue in hand, it has been noticed that all the DWs have fully supported the stance of defendants in their respective examination in chief. On the other hand, during cross examination nothing in rebuttal or contradictory has been brought on the record by the opponent party rather such questions were put to the witnesses, which were otherwise admission of the stance of defendants by plaintiffs. During cross examination of DW-01 the admissions are reproduced for ready reference as "*that do you have any written agreement that the plaintiffs are Kalangian of defendants.*

DW-02 stated in his cross examination that *Rang Dara* is his village. Self-stated that plaintiffs are *Kalangian.*

رُنگ درہ میرا گاؤں ہے۔ از خود کہا کہ مدعیان کلانگیان ہیں۔

In light of the above discussion as defendants have succeeded to prove the issue in hand through their cogent, convincing and reliable evidence and furthermore nothing in rebuttal or contradictory has been brought on the record by the opponent party

MUHAMMAD JUNAID ALAM  
Civil Judge / JN-HI  
Orakzai, Kalaya

during cross examination rather a series of admissions is witnessed in the cross examinations of DWs, hence issue in hand is hereby decided in positive in favor of defendants and against plaintiffs.

### **ISSUE NO. 1**

**Whether the plaintiffs have got cause of action?**  
**OPP**

In wake of issue wise findings above, the plaintiffs have got no cause of action as the suit is based on bogus and fake overwriting in the agreement deed dated 16.03.2021, hence the issue in hand is decided in negative against the plaintiffs and in favour of defendants.

### **ISSUE NO.07:**

**Whether plaintiffs are entitled to the decree as prayed for?** OPP

In wake of the issue wise findings above, plaintiffs are not entitled to the decree as prayed for as they have miserably failed to prove their stance through reliable evidence, hence the issue in hand is decided in negative against plaintiffs and in favour of defendants.



MUHAMMAD JUNAID ALAM  
Civil JM-II  
Orakzai Kalaya

**Relief:**

As per issued wise findings above the instant suit of plaintiffs is hereby dismissed, with Rs. 4000/- (four thousand) per date of appearance as to costs. File be consigned to the record room after its necessary completion, compilation and scanning.

Announced  
27.10.2025



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

**C E R T I F I C A T E**

Certified that this judgment of mine consist upon twenty-seven (27) pages. Each page has been read over, checked and signed after making necessary correction therein.

**Dated: 27.10.2025**



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