

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

Suit No.....51/1 of 2025.

Date of Institution.....23.04.2025.

Date of Decision.....07.05.2025.

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MEER SAHIB JAN SONOF GUL MAJAN, RESIDENT OF
QOM ZAKHA KHEL, TAPA ZODIN, BARA MAIDAN
KALI TEHSIL BARA DISTRICT KHYBER.

.....(PLAINTIFF)

VERSUS

KHALID KHAN SON OF AZAM KHAN, RESIDENT OF
QOM MISHTI TEHSIL LOWER DISTRICT ORAKZAI.

.....(DEFENDANT)

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**SUIT FOR DECLARATION CUM PERMANENT
INJUNCTION AND POSSESSION.**

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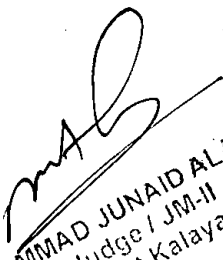
ORDER/JUDGMENT

07.05.2025

Both the parties present. 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.

Statement of plaintiff recorded which is duly thumb impressed by him. Copy of compromise deed is Ex. PA while copy of CNIC is exhibited as Ex. PB.

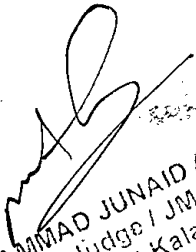
Brief facts of the case in hand are that plaintiff has filed the instant suit against the defendant for declaration cum permanent injunction to the effect that suit property situated at Mishti Tehsil


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

Lower District Orakzai is the ownership of one late Azam Khan, the father of defendant. That on 11.11.2018, plaintiff and defendant father entered into a written agreement for lease of the said agricultural property for a period of ten years. Furthermore, plaintiff stated that according to agreement deed he is bound to pay 140,000/- each year to defendant till the time fixed in lease agreement. That plaintiff regularly paid the amount, with no default on his side. Moreover, plaintiff stated that the house mentioned in the agreement deed is still in his possession. That the real owner, Azam Khan, father of the defendant died in the year 2021. He further stated that in the year 2018 there was no ban on the cultivation of Bhang crops in the then Agency of district Orakzai. However, after the agreement of lease all the agencies were merged into Khyber Pakhtunkhwa. After merger ban was imposed on all types of narcotics, therefore, he started cultivation of maize crops in the suit property. Defendant without considering the lease agreement cultivated Bhang crops in the suit property. Defendant was asked time and again to resolve the issue amicably, but in vain, hence, the present suit.

Under the due process of law and procedure defendant was summoned. Defendant in person appeared before the court and marked his attendance.

Today, parties stated at the bar that the matter has been patched up between them outside the court through a compromise deed. Statement of plaintiff recorded wherein he reiterated that he has affected compromise as per terms and conditions duly mentioned in


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the compromise deed. Statement of plaintiff was recorded which is duly thumb impressed by him. Original compromise deed produced and returned after examination. Copy of compromise deed is Ex. PA while copy of his CNIC is Ex. PB.

As the matter has been patched up between plaintiff and defendant through compromise, as per terms and conditions duly mentioned in the compromise deed as Ex-PA and parties are at consent with each other, therefore, suit in hand is hereby decreed on the basis of compromise between the parties accordingly. Suit of plaintiff is hereby decreed against defendant as per compromise as well. No order as to cost.

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

Announced
07.05.2025



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

C E R T I F I C A T E

Certified that this judgment of mine consist upon three (03) pages. Each page has been read over, checked and signed after making necessary correction therein.

Dated: 07.05.2025



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