

**IN THE COURT OF NOOR UL HAQ CIVIL JUDGE-II, TEHSIL COURT
 KALAYA, ORAKZAI**

Suit No. : 24/1 of 2026.
 Date of Institution : 19.05.2026.
 Date of Decision : 29.09.2026.

Sahib Gul S/O Aman Gul R/O Qoum Sheikhan, Tappa Bazid Khel,
 Rangeen Khel Tehsil Centreal District Orakzai.....(**Plaintiff**)

VERSUS

1. Inayat Ullah S/O Ma Gul
2. Muhammad Nabi S/O Jalal Khan
3. Muhammad Farooq S/O Sar Khan all resident of Qoum Sheikhan,
 Tappa Bazid Khel Rangeen Khel, Tehsil Central District
 Orakzai.....(**Defendants**)

Ex-Parte Order

29.09.2026

Plaintiff alongwith counsel present. On 01.07.2026, defendant No.1 submitted cognovits. Defendant No.02 & 03 has already been proceeded ex-parte. Ex-parte evidence recorded as PW-01 to PW-03 & closed. Ex-parte arguments also heard and record perused.

F A C T S:

Brief facts of the instant suit are that plaintiff had purchased one field situated at village Rangeen Khel, Qoum Sheikhan, Tehsil Central, from defendant No.1 through an agreement deed dated 18.04.2026, in presence of witnesses. That the sale agreement, bears the signatures of parties as well as witnesses. Pursuant to the said transaction, possession of the suit field was delivered to the plaintiff, who has already ploughed the said field/land once and also cut the trees therein. Defendant No.1 did not deny the execution of the said sale agreement deed and admits and acknowledges the execution of sale agreement. It is further averred that on

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10.05.2026, defendants No.2 and 3 unlawfully entered the aforesaid field and, by use of force and intimidation, obstructed the plaintiff from cultivating the land with a tractor and also resorted to aerial firing. In this regard, an FIR dated 10.05.2026, under Sections 506 and 34 PPC, has already been registered against defendants No.2 and 3, at the instance of the plaintiff's nephew. Copy of FIR is placed on file. The plaintiff further asserts that defendant No.2 and 3 have no right, title, interest or concern whatsoever with the suit property, nor do they possess any order of stay or injunction issued by any competent court in respect thereof. Despite the absence of any lawful authority, the said defendants, by resorting to force and coercion, unlawfully restrained the plaintiff from carrying out agricultural activities on the suit land. It is alleged that the defendants are influential and powerful persons and have caused irreparable loss and damage to the plaintiff by preventing him from cultivating the land, as the loss of the crop for the relevant season cannot subsequently be compensated through recovery. He prayed that defendants No.2 and 3 be restrained, through an interim injunction, from interfering in the plaintiff's peaceful possession and cultivation of the suit property and that, upon final adjudication of the suit, a decree for permanent injunction be passed, restraining them from causing any unlawful interference with the plaintiff's rights and interests in the suit property. That defendants were asked time and again but in vain, hence the present suit.

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Upon institution of the suit in hand, defendants were summoned. They remained present before the Court on approximately six dates of hearing. On 01.07.2026, defendant No.1 submitted cognovit wherein he stated that he sold the said property to the plaintiff for a total consideration of Rs. 5,950,000/-. Out of the said amount, a sum of Rs. 2,000,000/- was paid to him at the time of agreement while the remaining amount is still payable by plaintiff. On 11.08.2026, defendant No.02 & 03 were proceeded ex-parte.

After submission of list of witnesses, plaintiffs produced three witnesses in support of his claim.

Plaintiff himself appeared and deposed as PW-01. He stated that he had purchased a field situated at Rangeen Khel, measuring approximately 17 marlas, bounded as, on the east by the land of Muhammad Shereen, on the west by the field of Ahmad Ullah, on the north by the land of Janat Shah, and on the south by the land of Raheem Shah, at the rate of Rs. 85,000/- per marla, for a total sale consideration of Rs. 5,950,000/- on 18.04.2026. He further stated that, out of the total sale consideration, an amount of Rs. 2,000,000/- was paid to the vendor Inayat Ullah, at the time of scribing sale deed. He further deposed that possession of the suit land was delivered to him at the spot and that an agreement to sell was also executed on 18.04.2026, bearing thumb impressions and signatures of defendant No.1 and plaintiff, along with thumb impressions and signatures of the marginal witnesses. He further stated that an

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acknowledgment/receipt regarding the receipt of the sale consideration was also scribed on the back side of the stamp paper. The original stamp paper was produced before the Court and exhibited as Ex.PW-1/1. He further deposed that he had appointed Muhammad Tahir as his special attorney and that he had appeared before the Court to record his statement. He stated that, subsequently, on 10.05.2026, defendants No.2 and 3 forcibly started intervention and cultivation over the suit land and also resorted to aerial firing, as a result of which the plaintiff was prevented from carrying out work on his own land. In this regard, FIR No.27, dated 10.05.2026, under Sections 506/34 PPC, was registered at Police Station Mishti Mela, at the instance of his nephew. A copy of the FIR was produced and exhibited as Ex.PW-1/1. He further stated that defendants No.2 and 3 had no lawful right or authority to restrain him, being a bona fide purchaser, from using and cultivating the suit land, particularly when defendant No.1 had filed a written statement in the Court, admitting the claim of the plaintiff and expressing no objection to the passing of a decree in his favour. He, therefore, prayed that a decree be passed in favour of the plaintiff and that the defendants be permanently restrained from causing any kind of interference in the suit land.

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Gul Raheem & Gul Mast Khan (Agreement deed witnesses) appeared recorded their statements as PW-02 & PW-03. They stated that they were present at the time of transaction between the parties on 18.04.2026. They further deposed that the sale agreement was written on

18.04.2026 at Kalaya Headquarters in their presence, and bears the signatures and thumb impressions of both parties, along with their own signature. Copy of sale agreement deed is Ex.PW-1/1. The agreement was reduced into writing in their presence, and that they have personally seen the same. They identified the sale agreement deed. Copies of their CNICs are Ex.PW-2/1 & Ex.PW-3/1.

Thereafter, ex-parte evidence of plaintiff was closed.

There is nothing in rebuttal due to ex-parte while plaintiff produced cogent, convincing and reliable documentary as well as oral evidence in support of his claim.

Upon perusal of the pleadings, evidence available on record and the material produced by the plaintiff, it is evident that the plaintiff has set up his claim on the basis of the sale agreement dated 18.04.2026, allegedly executed by defendant No.1 in his favour in respect of the suit field situated at Village Rangeen Khel, Qoum Sheikhan, Tehsil Central. The execution of the said sale agreement has not been denied by defendant No.1, rather, defendant No.1 has submitted his cognovit/admission, whereby acknowledging the transaction pleaded by the plaintiff. The plaintiff has further asserted that pursuant to the said transaction, possession of the suit field was delivered to him and that he had already cultivated/ploughed the land and cut the trees standing thereon. As regards defendants No.2 and 3, the record reflects that, they appeared and sought time for submission of written statement but despite of awaiting sufficient

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time, they disappeared instead and were accordingly proceeded against ex parte. Consequently, the assertions made by the plaintiff against them have remained unrebutted. There is nothing on record by way of defense, evidence or material produced by defendants No.2 and 3 to controvert the plaintiff's claim that they unlawfully interfered with his possession and cultivation of the suit property. The plaintiff has also placed on record the FIR dated 10.05.2026 registered under Sections 506 and 34 PPC, which lends corroboration to his assertion regarding the alleged occurrence and interference. It is a settled principle that an ex parte decree cannot be granted merely because it is unrebutted unless the plaintiff produces sufficient, confidence-inspiring and unrebutted evidence in support of his claim independently. The Court is competent to decide the matter on the basis of the evidence available on record even if ex-parte and unrebutted in the instant case, the plaintiff's version regarding his transaction with defendant No.1 and his possession over the suit property stands materially supported by the record, whereas the allegations of unlawful interference by defendants No.2 and 3 have gone wholly unrebutted owing to their ex parte proceedings. Furthermore, defendant No.1, being the person from whom the plaintiff claims to have purchased the suit field, has not disputed the execution of the sale agreement and has rather acknowledged the same through his cognovit. Thus, there remains no substantial controversy between the plaintiff and defendant No.1 regarding the execution of the said transaction. So far as defendants No.2 and 3 are

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concerned, they have failed to establish any lawful right, title, interest or authority entitling them to interfere with the plaintiff's possession and cultivation of the suit property. The plaintiff has specifically pleaded that the unlawful interference caused by defendants No.2 and 3 has restrained him from cultivating the suit land and has exposed him to loss of the crop for the relevant agricultural season. Such interference, if permitted to continue, would result in recurring injury and would cause prejudice to the plaintiff which cannot adequately be remedied merely through monetary compensation. The plaintiff has, therefore, successfully established the existence of a legally protectable right and the corresponding necessity for restraining unlawful interference with his possession and enjoyment of the suit property. In view of the foregoing discussion, the plaintiff has succeeded in establishing his case on the basis of the evidence available on record. The claim of the plaintiff has remained substantially un rebutted, particularly against defendants No.2 and 3, who failed to contest the proceedings despite service, while defendant No.1 has already acknowledged the transaction by submitting his cognovit. Consequently, the suit is found to be meritorious and is accordingly decreed in favour of the plaintiff and against defendants No.2 and 3, whereby they are permanently restrained from interfering, unlawfully dispossessing, obstructing or otherwise causing any interference in the plaintiff's peaceful possession, cultivation and enjoyment of the suit property, except through due course of law. This

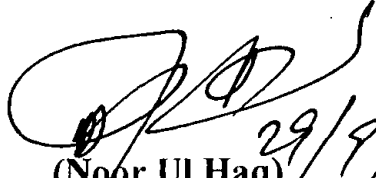
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restraining decree shall be subjected to completion of sale deed, or any right or claim of any person, not herein impleaded and shall not confer title to plaintiff. The interim relief, if any, shall stand merged in the final decree. Cost shall follow the events.

Decree sheet be prepared accordingly.

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

Announced:
29.09.2026


(Noor Ul Haq)
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