

Specific Performance of Contract in Pakistan: Property Sale Agreements, Law and Leading Cases

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A purchaser who proves an agreement to buy land has not necessarily proved a right to obtain that land through court. Pakistani courts must also examine the contract's enforceability, the purchaser's own performance, limitation, the vendor's title, later transfers and the fairness of granting the decree. Conversely, a seller cannot ordinarily escape an enforceable bargain merely by returning the advance or pointing to a rise in property prices.

Specific performance litigation turns on these distinctions. The governing legislation remains the Specific Relief Act, 1877, read with the Contract Act, 1872, Limitation Act, 1908, Transfer of Property Act, 1882, procedural and evidence laws, and applicable provincial or territorial amendments. Importing section numbers or amendments from India's Specific Relief Act, 1963 produces serious errors in a Pakistani plaint or legal opinion.

This article places the authorities under the issues they decide. It includes foundational Supreme Court decisions from the 1960s onward and accessible decisions delivered in 2026. Reporting years and decision dates are distinguished in the source register. The research establishes identified later treatment; it does not claim an exhaustive negative citator search of every reported or unpublished judgment.

What is specific performance, and when is it available?

Specific performance is a decree requiring the promised contractual act itself. In a property transaction, that usually means completing the transfer through the required conveyance and transfer formalities against payment of the outstanding price. It differs from compensation, which substitutes money for the consequences of breach.

Under section 12 of the Specific Relief Act, specific enforcement is available in the statutory circumstances, including where pecuniary compensation is inadequate. The section creates a rebuttable presumption that breach of a contract to transfer immovable property cannot adequately be relieved by money. The presumption supports the purchaser; it does not dispense with proof of a valid contract or remove the court's discretion.

Syed Arif Shah v Abdul Hakeem Qureshi, PLD 1991 SC 905, is a leading authority on that interaction. The Supreme Court explained the land presumption and principled discretion, and rejected treating stipulated damages or an alternative damages prayer as automatically making money an adequate substitute. It approved Abdul Karim v Muhammad Shafi, 1973 SCMR 225, where the vendor's failure to obtain required permission and a tax certificate mattered to the purchaser's alleged default. [J03](#), [J06](#)

A discretionary remedy governed by judicial principles

Section 22 expressly makes the jurisdiction discretionary. The discretion must be reasonable, guided by judicial principles and open to appellate correction. A judge must identify relevant circumstances and explain their effect; calling the remedy “equitable” cannot replace analysis.

The section addresses unfair advantage and unforeseen hardship, and recognises substantial acts or losses suffered in consequence of the contract as grounds supporting relief. Section 24 contains personal bars, including incapacity to perform or violation of an essential term. Section 28 addresses, among other matters, gross inadequacy indicating fraud or unfair advantage, misrepresentation, concealment and certain mistakes.

Liaqat Ali Khan v Falak Sher, PLD 2014 SC 506, illustrates refusal despite an asserted contractual entitlement. The purchasers' non-performance, the express default arrangement and their conduct required consideration under section 22. A suit filed within limitation therefore remains vulnerable on its merits and on discretion. [J15](#)

The statutory framework: which sections matter?

The following provisions should be read together, rather than using section 12 in isolation.

Provision	Function in specific-performance litigation
Sections 12-13	General availability and the effect of partial destruction of the subject matter
Sections 14-17	Limited exceptions permitting partial or severable enforcement
Section 18	Purchaser's rights where the vendor has an imperfect title
Section 19	Compensation in addition to, or instead of, performance
Section 20	A named sum for breach does not itself exclude performance
Section 21	Categories of contracts not specifically enforceable
Section 22	Judicial discretion
Sections 23-24	Who may obtain relief and personal disqualifications
Section 25	Specified title-related bars to a vendor's own claim
Section 26	Enforcement subject to variation in the specified circumstances
Section 27	Enforcement against persons claiming through a contracting party, with exceptions
Section 27A	Particular part-performance provisions concerning leases
Section 28	Circumstances disentitling a claimant to enforcement against the opposing party
Section 29	Dismissal of the performance suit bars a later suit for compensation for its breach

Section 21 covers adequate monetary compensation, material uncertainty, specified personal or supervision-dependent obligations, revocability and other listed exclusions. The statutory category concerning continuous duties extending beyond three years should not be confused with Article 113's limitation period.

Sections 31-34 concern rectification; sections 35-38 rescission; sections 39-41 cancellation; section 42 declarations; and sections 52-57 injunctions. These remedies may accompany or replace a performance claim when their own conditions are met. None gives the court a general power to

manufacture a contract the parties never concluded.

A valid agreement to sell: essential ingredients and title

A plaintiff must establish an identifiable and concluded bargain: competent parties, lawful consideration and object, genuine consent, sufficiently certain property and terms, execution or other valid formation, and an obligation capable of enforcement. Sections 10 and 29 of the Contract Act are central. Section 21 of the Specific Relief Act reinforces the objection to material uncertainty.

A token receipt may record an advance without recording a final bargain. Whether it constitutes or proves a contract depends on its contents and the surrounding admissible evidence. The description of the land, total price, parties, agreed obligations and any condition precedent must be ascertainable. A court may interpret an ambiguity using admissible evidence; it cannot supply an essential bargain left for future negotiation.

An agreement is not a completed sale

Section 54 of the Transfer of Property Act distinguishes a sale from a contract for sale. An agreement to sell does not itself create an interest in or charge upon the property. Payment of the whole price, possession, a power of attorney or an agreement recorded before witnesses does not by itself become a duly completed conveyance.

A contractual right to demand a conveyance is nevertheless enforceable in appropriate circumstances, including against certain subsequent transferees under section 27. That statutory protection does not turn the original agreement into ownership. Similarly, a statutory lien or possessory protection, where available, arises from its particular legal source rather than from treating every agreement as a transfer of title.

Oral agreements and later registration amendments

Bashir Ahmad v Muhammad Yousaf through Legal Heir, 1993 SCMR 183, accepted proof of a concluded oral agreement supported by evidence including a payment receipt, title papers and steps concerning tax clearance. The receipt corroborated the transaction; the decision does not mean that every vague token receipt is enforceable. [J07](#)

Older authorities must now be applied with attention to the transaction's territory and date. Mst Rasheeda Begum v Muhammad Yousaf, 2002 SCMR 1089, discussed agreements to sell and attestation under the then-applicable framework. Its registration observations cannot substitute for checking subsequent amendments. [J10](#)

In Punjab, the Registration (Amendment) Act, 2018, inserted section 17(1)(bb), concerning instruments constituting agreements to sell or powers of attorney in respect of immovable property. In Islamabad Capital Territory, Act XXXVIII of 2022 introduced the corresponding provision as section 17(1)(ba); that amendment expressly extends to ICT. Both affect the earlier exemption language. A federal compilation containing an ICT amendment is not proof that the amendment governs every province.

Registration, enforceability and proof are separate questions. Pakistan's substituted section 49 addresses an unregistered document's inability to operate upon proprietary rights; it is not the current Indian section 49 with its familiar evidentiary proviso. Section 50 contains express protections concerning qualifying possession and enforcement against a subsequent registered document, subject to section 27(b). Analyse the operative local text and the remedy sought before calling an unregistered agreement automatically void or automatically sufficient.

Stamping is separate again. Sections 33 and 35 of the Stamp Act, 1899, deal with impounding and admissibility. A deficiency may be curable through the applicable duty-and-penalty procedure;

curing it does not prove execution or confer title. Current provincial schedules govern the actual duty.

Readiness and willingness: pleading, proof and financial capacity

The purchaser must plead and prove performance, or continuing readiness and willingness to perform the obligations still due. Readiness concerns practical capacity, particularly funds. Willingness concerns intention and conduct. Neither a formula in the plaint nor possession of an agreement proves both.

Ijaz ul Haq v Mrs Maroof Begum Ahmed, PLD 2023 SC 653, brings these requirements together. The purchaser failed on evidence of continuing readiness; his attorney could not supply personal knowledge he did not possess, and the purchaser did not himself testify. The case also demonstrates the consequences of suing the owner's attorney while adding the disclosed owner too late. [J23](#)

The pleading should identify the agreed price, payments already made, correct balance, applicable due dates, the vendor's prerequisite obligations, offers of performance, refusal and the continuing ability to complete. The CPC's specimen specific-performance pleadings in Appendix A, Forms 47-48, are useful drafting references. They should be adapted to the facts rather than copied as a substitute for material particulars.

Financial evidence may include contemporary statements, pay orders, available credit supported by reliable documentation, or arrangements actually capable of funding the purchase. The question is capacity when performance was required and thereafter in the relevant circumstances. A document showing funds years later does not necessarily prove capacity on the contractual date.

Masood Ahmad Bhatti v Khan Badshah, 2024 SCMR 168, is instructive. The buyer arranged pay orders, and the seller's objection that funds came from relatives or friends was unsupported by the contractual terms and inconsistent with earlier accepted payments. The buyer also complied with a later deposit direction. The Court refused to let the vendor escape by adding a payment restriction that the bargain did not contain. [J25](#)

Tender and deposit: reconciling the Supreme Court decisions

A buyer should preserve evidence of a genuine offer to pay and promptly comply with a court's deposit order. But “no deposit on filing, no maintainable suit” is too broad.

Hamood Mehmood v Mst Shabana Ishaque, 2017 SCMR 2022, involved failure to comply with a deposit direction and contains emphatic language about deposit. Muhammad Asif Awan v Dawood Khan, 2021 SCMR 1270, rejected mechanical dismissal where the order, subsequent extension and actual delayed compliance required a different assessment. [J18](#), [J19](#)

Meer Gul v Raja Zafar Mehmood, 2024 SCMR 1496, is the important reconciliation. It rejected treating earlier deposit observations as a universal statutory precondition at institution. The order's terms, consequences of default, explanation and procedural stage matter; extension under section 148 CPC may arise. The Supreme Court remanded the matter for remaining questions, rather than finally decreeing performance. [J26](#)

DW Pakistan v Begum Anisa Fazl-i-Mahmood, 2023 SCMR 555, illustrates scrutiny of deposit and banking material at an interlocutory stage. Its procedural posture matters: it did not finally determine all merits. [J22](#)

The practical position is demanding but coherent. Funds must be proved; a seller's refusal may explain why actual tender was futile; the court can direct a deposit; and unjustified disobedience may destroy the claim. A late deposit is evidence to assess, not a statutory cure for every previous default.

Reciprocal obligations: who had to act first?

Sections 51-54 of the Contract Act require analysis of the order and interdependence of promises. If the seller must first clear a mortgage, obtain permission, produce title documents or secure a transfer NOC, the seller's failure may prevent the buyer's payment obligation becoming performable in the agreed manner. If obligations are simultaneous, each party must demonstrate readiness for the exchange.

Zeeshan Pervez through Legal Heirs v Muhammad Nasir, 2025 SCMR 495, decided in 2024, examined the seller's mortgage and NOC obligations and the purchaser's payments in that context. The vendor could not isolate the purchaser's alleged delay from the vendor's own unfulfilled prerequisites. [J27](#)

This is consistent with the older *Abdul Karim* authority. It is also consistent with refusing relief to a buyer who fails an unconditional obligation: the two situations involve different contractual sequences. A purchaser should prove both the vendor's obstruction and the purchaser's own capacity. Merely alleging a missing NOC will not excuse an unrelated payment default.

Time being of the essence, delay and rising property prices

A fixed completion date and time being "of the essence" answer different questions. The first identifies when performance is due. The second concerns whether timely performance was fundamental enough for the consequences contemplated by section 55 of the Contract Act.

For immovable property, courts have traditionally resisted inferring essentiality merely from a stated date. The entire agreement remains decisive: its express language, purpose, default clauses, surrounding circumstances, subsequent extensions and the parties' conduct. Under section 55, essential-time default makes the unperformed contract voidable at the promisee's option; it does not justify assuming automatic cancellation in every transaction. Acceptance of late performance and reservation of compensation also require attention to that section.

Older price cases and the later conduct-based approach

In *Ali Muhammad Khan v Riazuddin Khera*, PLD 1981 Karachi 170, mere inadequacy of price was insufficient to refuse performance. The Supreme Court expressly approved that approach in *Haji Muhammad Sadiq v Haji Syed Muhammad Sharif*, 1997 SCMR 1994. Gross inadequacy indicative of imposition at formation is a different issue under section 28. [J04](#), [J09](#)

Muhammad Abdur Rehman Qureshi v Sagheer Ahmad, 2017 SCMR 1696, nevertheless refused enforcement after examining missing timely financial proof, unexplained delay of about nineteen months, conduct and a substantial increase in value over prolonged litigation. The Court rejected indiscriminate use of the traditional time rule and awarded monetary relief to balance the circumstances. [J17](#)

These authorities should not be reduced to competing slogans. Price increase alone does not automatically release a seller. Equally, a purchaser cannot deliberately postpone a bargain and demand the benefit of appreciation while retaining the price. *Qureshi* requires a contextual assessment; it did not hold that every property deadline is essential, and indeed declined the seller's essential-time argument on those particular facts.

The verified legal digest of *Amjad Javed v Maqsood Ahmad*, 2026 SCP 205, records refusal following the contractual default arrangement and prolonged failure to obey deposit directions. It reinforces the importance of continuous performance and conduct. The official PDF was inaccessible during this research, so the discussion is deliberately confined to the corroborated digest rather than an asserted exhaustive ratio. [J28](#)

Laches within limitation

A suit can be timely but inequitable. Unexplained silence, changing positions, deliberate default, concealment, speculative conduct or substantial prejudice may justify refusal under sections 22, 24 or 28. Conversely, court-caused delay is not automatically the plaintiff's wrongdoing. The judge should distinguish a purchaser's pre-suit inactivity from delay while a diligently pursued case remains pending.

"Clean hands" must therefore be connected to proved facts affecting the transaction or relief. A defendant should identify the particular concealment, breach or unfair advantage; a plaintiff should explain the chronology and demonstrate consistent efforts to complete.

Limitation: Article 113 and the two different starting points

Article 113 of the Limitation Act prescribes three years for specific performance. Time runs from the date fixed for performance; if no date is fixed, it runs when the plaintiff has notice that performance is refused.

Haji Abdul Karim v Florida Builders, PLD 2012 SC 247, is the leading practical authority. The two limbs cannot be freely interchanged. Where a performance date is fixed, a later legal notice or later refusal does not ordinarily restart limitation by moving the case into the second limb. Whether time was essential is a separate question. [J13](#)

No fixed date, refusal and anticipatory repudiation

Where there is no fixed date, the plaintiff must establish when refusal became known. A categorical denial, communicated cancellation or an inconsistent transaction known to the claimant may be material. The existence of a later transfer and the date the plaintiff learned of it are separate evidential questions. No universal rule requires a written refusal; the communication and circumstances must sufficiently establish notice.

Haji Ghulam Rasool v Shah Nawaz, PLJ 2024 SC 61, illustrates why the agreement date alone is not the starting point in a no-fixed-date transaction and why the pleaded refusal must be examined against the evidence. [J24](#)

An unequivocal refusal before the due date may raise anticipatory breach under section 39 of the Contract Act. Plead its legal effect and the election made. It does not follow that anticipatory repudiation or a self-selected later demand erases the fixed-date limb of Article 113. Cause of action, contractual termination and the statutory starting point should each be analysed.

Extensions, acknowledgment and procedural traps

A genuine extension or substituted bargain may change the agreed performance date; prove its terms, authority and effect under sections 62-63 of the Contract Act. Under section 19 of the Limitation Act, a qualifying signed acknowledgment made before expiry can start a fresh period. Negotiations, unilateral notices and acknowledgments made after expiry do not automatically revive an exhausted claim under that provision.

Section 9 concerns continuous running of time. Section 5's sufficient-cause provision does not generally authorise condonation of delay in instituting an ordinary suit. Any relied-upon exclusion, disability, fraud or acknowledgment must satisfy its particular provision and be properly pleaded, including Order VII rule 6 where applicable.

Asmat Ara v Inayat Begum, Sindh High Court, 29 June 2026, applied Florida Builders to a fixed-date transaction. A much later notice did not rescue limitation; continued occupation and the parties' relationship did not replace statutory grounds. [J30](#)

Adding a necessary defendant may also be fatal. Under section 22, the suit is ordinarily treated as instituted against a newly added defendant when that person is made a party, subject to statutory exceptions. Late joinder need not relate back. [J23](#)

Earnest money, damages clauses and inadequate consideration

Earnest money may evidence the bargain and secure performance; part payment discharges part of the price. The contractual function of a payment depends on the terms and circumstances, not merely the word “token”. Neither payment proves ownership, the seller's title or the purchaser's capacity to pay the balance.

Section 20 of the Specific Relief Act prevents treating a named sum payable on breach as an automatic contractual option to refuse performance. *Gulzar Ahmad v Muhammad Aslam*, 2022 SCMR 1433, applies that principle alongside the rights against later purchasers. [J21](#)

Whether a forfeiture, double-refund or liquidated-damages clause is enforceable as monetary relief requires separate analysis, including section 74 of the Contract Act and the distinction between compensation and a penalty. Section 73 addresses compensable loss and remoteness. A contractual figure should not be awarded mechanically without establishing the legal basis.

A low price freely agreed is not the same as a bargain procured by fraud, coercion, undue influence or concealment. Sections 14-19A of the Contract Act and sections 22 and 28 of the Specific Relief Act provide the relevant analysis. Plead particulars of fraud or misrepresentation under Order VI rule 4 CPC, rather than presenting suspicion as a proved defence.

Subsequent purchasers: notice, good faith and lis pendens

Section 27(b) generally permits enforcement against a person claiming under a contracting party by a later title. The protected exception is a transferee for value who paid the money in good faith and without notice of the original contract. Registration of the second transaction alone does not establish those elements.

Who must prove the exception?

Mst Khair-ul-Nisa v Malik Muhammad Ishaque, PLD 1972 SC 25, provides an early explanation of the transferee's initial burden and proof of the negative fact of lack of notice. *Hafiz Tassaduq Hussain v Lal Khatoon*, PLD 2011 SC 296, explains that credible sworn denial can discharge a light initial evidential burden and require an answer. Bare pleadings are not sworn proof. [J02](#), [J12](#)

Gulzar Ahmad approved and applied the earlier burden approach. The decisions are consistent once one distinguishes the legal onus, the shifting evidential burden and whether the transferee actually produced credible evidence in the surrounding circumstances. [J21](#)

Actual and constructive notice

Section 3 of the Transfer of Property Act encompasses actual notice and specified constructive notice, including wilful abstention from inquiry or gross negligence. Registration, the prescribed conditions for its notice consequences, possession by another person and information received by an agent may matter.

Bahar Shah v Manzoor Ahmad, 2022 SCMR 284, illustrates scrutiny of a hasty transfer and circumstances calling for inquiry. A purchaser cannot ignore obvious warning signs and rely on a general assertion of ignorance. [J20](#)

Ask who occupied the property, what inspection and title inquiry occurred, when consideration was actually paid, what the parties knew and whether the transfer was genuinely independent. Family

relationship alone does not conclusively establish notice, but relationship plus timing, knowledge and unusual conduct may be probative.

A transfer during suit

Section 52 of the Transfer of Property Act governs *lis pendens* where the statutory conditions are satisfied. A transfer during litigation is generally subject to the eventual result; it is not necessarily void in itself. *Bagh Ali v Mst Ayesha*, 2013 SCMR 551, applied this protection against a purchase made while the relevant litigation was pending. A *pendente lite* purchaser cannot ordinarily neutralise the decree merely by invoking lack of actual knowledge. [J14](#)

Imperfect title, co-owners and partial specific performance

A seller cannot normally convey a stranger's share simply by promising to sell the whole property. Identify the vendor's actual interest, the nature of joint ownership and whether any other owner authorised or ratified the agreement.

Section 18 can assist a purchaser where the vendor later acquires an interest, must obtain concurrence from persons legally bound to concur, or can redeem a qualifying mortgage. It does not compel an independent non-contracting owner to sell. Section 25, by contrast, addresses specified impediments to a vendor suing for performance where title is deficient.

A transfer of a co-owner's undivided interest engages section 44 of the Transfer of Property Act and applicable partition rules. Do not promise exclusive ownership of a particular parcel merely because the contracting vendor holds a share in the larger estate.

The foundational whole-contract rule and its exceptions

Wali v Manak Ali, PLD 1965 SC 651, supplies the early whole-contract principle, verified here through its reproduction in later Supreme Court authority. Sections 14-16 contain the exceptions, with section 17 excluding other partial enforcement. *Razia Sultana Bano v Muhammad Sharif*, 1993 SCMR 804, refused selective enforcement where the statutory basis was absent. [J01](#), [J08](#)

Section 14 concerns an unperformed part small in value and admitting monetary compensation. Section 15 addresses a considerable part or a part not admitting compensation, and permits the other party to accept the performable part on the prescribed relinquishment. Section 16 concerns a genuinely separate and independent contractual part. Section 13 separately addresses part of the subject matter having ceased to exist.

Haji Muhammad Sadiq distinguished *Razia Sultana Bano*. The vendor owned a half-share, and the purchaser accepted that available interest for the full agreed consideration while relinquishing the remaining performance and compensation. Section 15 was therefore material. The decision does not authorise every buyer to demand a vendor's fraction at a proportionately reduced price. [J09](#)

The Supreme Court's 17 July 2026 order in *Bashir Ahmad v Javed Iqbal* and the connected petition involved two plots: one owner's agreement was admitted, while execution against the other owner was not proved. The separable obligation concerning the admitted plot survived. Both leave petitions were dismissed. It is a recent application of severability, not a new general exception overriding sections 14-17. [J29](#)

Proof of the agreement: witnesses, admissions and disputed signatures

The plaintiff bears the primary burden of proving the asserted contract under Articles 117-119 of the Qanun-e-Shahadat Order, 1984. A civil suit ordinarily uses the balance-of-probabilities standard, subject to mandatory rules governing particular documents. Serious allegations and suspicious circumstances require convincing evidence; they do not relieve the claimant of the burden merely because the defendant alleges forgery.

Marginal witnesses and the scribe

Article 17(2)(a) requires an instrument recording financial or future obligations to be attested by two men, or one man and two women. Article 79 requires at least two attesting witnesses where two are alive, available to the court and capable of giving evidence. Its registered-document exception does not dispense with attester proof when execution is specifically denied.

Hafiz Tassaduq Hussain v Muhammad Din, PLD 2011 SC 241, establishes that a scribe is not an attesting witness merely because he wrote the document; he must have attested in the relevant capacity. Farid Bakhsh v Jind Wadda, 2015 SCMR 1044, followed the strict proof rule and rejected the contrary approach in Nazir Ahmed v Muhammad Rafiq, 1993 CLC 257, as per incuriam. Producing one available attester and the scribe cannot routinely replace the second required attester. J11, J16

The statutory exceptions still matter. Article 80 addresses unavailable attestors on its conditions; Article 81 treats a party's admission of his execution as sufficient against him; Article 82 addresses an attester denying or failing to recollect execution. Article 83 concerns documents not required by law to be attested. Explain the correct route and its factual foundation rather than invoking "other evidence" generally.

Forgery, receipts and electronic material

Produce the original where required or establish the lawful basis for secondary evidence. Reconcile receipts, bank transfers, dates, property descriptions, stamp issuance, alterations and witness accounts. Admissions may narrow the dispute but should be read in context. Withholding material available evidence can attract Article 129(g).

Signature proof and comparison engage Articles 78 and 84; expert opinion may assist under Article 59. An inconclusive forensic report does not itself prove that the claimant's contract was executed. In the 2026 Bashir Ahmad proceedings, the separate owner's alleged execution still required proof notwithstanding the other owner's admission. J29

Electronic communications may corroborate negotiation, refusal, payment or admissions under Article 164. Preserve authenticity, attribution, complete conversations and underlying records. Section 31(1)(e) of the Electronic Transactions Ordinance, 2002, excludes contracts for sale or conveyance of immovable property from its ordinary operation, subject to a qualifying notification under section 31(2). Evidential usefulness is different from satisfying the instrument's formal requirements.

Possession, part performance and revenue records

Possession delivered under an agreement is relevant to performance, notice and possible statutory protection. It is not a conveyance. Section 53A of the Transfer of Property Act requires, among other matters, a qualifying written contract, possession or qualifying continuation and acts in furtherance, together with the transferee's performance or willingness to perform.

Its protection operates against the transferor and persons within its scope; it does not confer ownership or automatically revive a time-barred performance claim. Calling it a “shield” does not mean the protected possessor can never institute proceedings to prevent threatened interference.

Asmat Ara is useful here as well as on limitation. Possession originating as a tenant did not automatically become contractual part performance simply because an agreement was later alleged. The requirements for the claimed protection still had to be established. [J30](#)

A mutation records a revenue transaction; it is not itself a title deed. *Mst Johan Bano v Mehraban Shah*, 2024 SCMR 1096, confirms both that mutation does not create title and that qualifying longstanding revenue entries can have a rebuttable evidentiary presumption. These are compatible propositions. Obtain the underlying conveyance, inheritance basis or proved transaction, rather than treating the entry as conclusive ownership. [J32](#)

Mst Kaneeza Bibi v Sabir Hussain, PLD 2023 Lahore 380, was a declaratory title dispute in which an agreement and mutation were relied upon. Applying Supreme Court authority, the Lahore High Court required independent, direct proof of disputed payment; conflicting accounts and hearsay confirmation were insufficient on those facts. It is useful on evidence, rather than a separate general rule about entitlement to specific performance. [J33](#)

Parties, attorneys, legal heirs and jurisdiction

Sue the person whose contractual and proprietary obligations must be enforced. Where an attorney acts for a disclosed owner, inspect the original authority, its scope, applicable registration/authentication, subsistence and any ratification. Sections 186, 188 and 196 of the Contract Act govern important aspects of authority; section 230 generally excludes an agent's personal contractual liability, subject to its exceptions.

Suing the disclosed attorney is not a substitute for joining the owner. Authority to litigate does not establish personal knowledge of the buyer's dealings. [J23](#)

A vendor's or purchaser's death does not ordinarily erase a non-personal property contract. Section 23 and the Contract Act's rules concerning representatives must be considered. Bring the proper representatives on record under the CPC, observe substitution requirements and distinguish estate liability from an heir's independent property. A power of attorney's termination on death under section 201 and the section 202 exception for an agency coupled with interest require separate analysis.

Join a subsequent transferee whose title will be affected. Necessary co-owners, mortgagees, authorities or other persons depend on the contractual obligation and relief sought. Order I rule 10 permits appropriate joinder; it does not solve every limitation problem or make a stranger contractually liable.

Territorial jurisdiction requires examination of sections 16 and 20 CPC. Claims determining rights in, or seeking possession of, immovable property generally engage its location, while section 16's proviso concerning relief obtainable through personal obedience must be considered where applicable. Pecuniary jurisdiction depends on valuation and the operative local civil-courts law, not a universal national monetary threshold.

For a sale-contract performance claim, section 7(x)(a) of the Court-Fees Act, 1870, ordinarily uses the contractual consideration as the valuation basis. Section 8 of the Suits Valuation Act, 1887, links jurisdictional and court-fee valuation in the relevant classes. Check local amendments, additional prayers, exemptions and fee ceilings; do not substitute today's market price automatically or quote one province's fee as a national figure.

Alternative relief, amendment and execution of the decree

The plaintiff should distinguish the reliefs needed: execution and registration of the conveyance; consequential possession; cancellation or appropriate treatment of an intervening instrument; injunction; refund; and compensation. A declaration that the agreement exists will not always complete the purchase. Section 42's proviso bars a bare declaration where available further relief has been omitted.

Section 19 permits compensation alongside or instead of performance, subject to the statutory conditions. Plead the breach, legal basis, loss and method of calculation. Section 37 allows rescission to be sought alternatively in a performance suit. Cancellation under section 39 addresses an instrument producing the specified apprehension of injury; it is not interchangeable with rescinding a contractual relationship.

A general prayer under Order VII rule 7 is not a sound substitute for clearly requesting foreseeable alternative relief. Section 29 makes this especially important: dismissal of a performance suit bars a later compensation suit for that contract's breach, although other relief is not excluded merely by that section. Other procedural and limitation bars remain possible.

Mst Ghulam Bibi v Sarsa Khan, PLD 1985 SC 345, allowed amendment concerning the same underlying exchange transaction. It supports principled flexibility under Order VI rule 17, including at a later stage where appropriate; it is not a licence to insert a new time-barred cause or defeat a stranger's accrued defence. Section 19's illustrations also contemplate amendment for compensation in the relevant circumstances. [J05](#)

Muhammad Atif v Hassan Associates Ltd, Sindh High Court, 7 August 2026, concerned surviving monetary relief after performance had failed and a refund determination had become final. Long retention and inflation informed substantial additional compensation. The decision creates no automatic multiplier for every refund and did not grant specific performance. [J31](#)

A workable decree must identify the property, price adjustments, payment period, documents, transfer steps and consequences of default. Order XXI rules 32 and 34 CPC provide mechanisms concerning enforcement and execution of documents where a judgment-debtor does not cooperate. Obtaining the decree and implementing the conveyance are distinct stages.

Appeals and concurrent findings of fact

Section 22 itself permits appellate correction of discretion. The appellate court should ask whether relevant circumstances were assessed on proper principles, rather than merely substitute a preference for damages or performance.

Concurrent factual findings receive substantial respect, particularly at the Supreme Court leave stage and within the proper limits of revision or second appeal. Misreading or non-reading material evidence, perversity, an incorrect burden or breach of mandatory proof rules can justify interference. *Farid Bakhsh* illustrates why concurrence cannot cure non-compliance with Article 79. *Johan Bano* illustrates deference where evidence was properly assessed and no substantial legal error or grave miscarriage was demonstrated. [J16](#), [J32](#)

The result of each case matters. Dismissal of leave, interlocutory scrutiny, remand and final dismissal of a suit are not interchangeable descriptions. A factual refusal of leave should not be inflated into an unconditional rule for every transaction.

Practical litigation guide for plaintiffs and defendants

For the plaintiff: what must be pleaded and proved?

Present a single consistent chronology showing contract formation, title, payments, outstanding obligations, financial capacity, demand or tender, refusal and institution within limitation. Explain conditions precedent and every material period of inactivity. Identify the persons needed to complete the conveyance and the precise statutory route if only partial performance is sought.

Preserve contemporary financial evidence, the original agreement and receipts, competent attesting witnesses, property records, notices with service proof, admissions and complete electronic material. Seek a clear deposit direction where useful, comply promptly, or apply for an explained extension before default becomes entrenched. Plead alternative monetary and consequential relief expressly.

For the defendant: principal grounds of resistance

Test formation, uncertainty, execution, authority, legality, title and the plaintiff's compliance with mandatory proof requirements. Identify the plaintiff's actual payment default and the relevant reciprocal sequence. Examine contemporary financial capacity, limitation, extensions, joinder and contradictions between pleading and evidence.

A subsequent purchaser must substantiate the section 27(b) exception and explain the inquiry actually undertaken. Discretionary resistance should identify concrete unfairness, prejudice or misconduct. A rise in price, denial of execution or assertion of ignorance should be supported by evidence and the correct legal rule.

File preparation checklist

Item	Essential question
Agreement	Is there a concluded, certain bargain, and where is the original?
Ownership/title	What interest can the vendor legally convey?
Consideration	What total price and adjustments were agreed?
Payment history	Which receipts and bank records prove each payment?
Balance amount	What remains due, and when was it available?
Readiness/willingness	What contemporary evidence proves capacity and conduct?
Reciprocal promises	Who had to obtain permission, redeem debt or act first?
Limitation	Fixed date or notice of refusal; valid extension or acknowledgment?
Notices	What was communicated, when, and with what service proof?
Possession	On what basis did possession begin or continue?
Subsequent purchaser	When did the later transfer and payment occur; what notice existed?
Witnesses	Are the required attestors available, competent and correctly summoned?
Registration/stamps	Which territorial amendments and transaction-date rules apply?
Other evidence	Are certified records, admissions and electronic material authenticated?
Parties/relief	Are owner, representatives and affected transferees joined; are alternatives pleaded?

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- [Lis pendens and the subsequent purchaser's defence](#)
- [Registered sale deeds, fraud and the burden of proof](#)

Frequently asked questions: specific performance in Pakistan

What is specific performance of a contract in Pakistan?

It is a court decree requiring performance of the contractual obligation itself, such as completing an agreed property conveyance. The claimant must satisfy the Specific Relief Act, limitation, contractual obligations and applicable evidence requirements.

Is specific performance an absolute right?

No. Section 22 makes it discretionary, but the discretion must follow judicial principles. Proof of the contract does not excuse the claimant's essential default or establish that enforcement is equitable.

What is the limitation period for specific performance?

Article 113 ordinarily provides three years from the fixed performance date or, if no date is fixed, from notice that performance is refused. A later notice does not ordinarily restart a fixed-date claim.

Must the buyer deposit the balance price when filing the suit?

There is no universal statutory filing-stage deposit requirement. Financial readiness must nevertheless be proved, and a court's deposit order must be complied with or a justified extension obtained. Meer Gul explains the distinction.

Does an agreement to sell make the purchaser the owner?

No. Section 54 of the Transfer of Property Act states that a contract for sale does not itself create an interest in or charge upon the property. Ownership requires a legally effective transfer.

Can a later purchaser defeat the earlier agreement?

A later transferee may be bound under section 27. Protection requires value paid in good faith without notice. A qualifying purchase during litigation is additionally subject to *lis pendens*.

Are oral or unregistered agreements to sell enforceable?

Older decisions recognise proved oral agreements, but present advice must account for the territory, transaction date, registration amendments and proof requirements. An unregistered agreement is not a substitute for a conveyance; its contractual use needs separate statutory analysis.

Can the buyer recover money if specific performance is refused?

Compensation or refund may be available on the proper legal and evidential basis. Plead alternative relief clearly: section 29 can bar a later compensation suit after the performance suit is dismissed.

Leading Pakistani Cases on Specific Performance

The reporting year below is distinguished from the decision date in the source register. “SC” means Supreme Court of Pakistan; “SHC” means Sindh High Court; “LHC” means Lahore High Court. The 2026 court identifiers are not represented as citations to a commercial law reporter.

Case	Citation	Court/Year	Main legal principle	Why it matters
Wali v Manak Ali J01	PLD 1965 SC 651	SC/1965	Whole contract; statutory exceptions to partial enforcement	Foundational rule later reproduced in Razia Sultana Bano
Mst Khair-ul-Nisa v Malik Muhammad Ishaque J02	PLD 1972 SC 25	SC/1972	Subsequent purchaser's initial burden and sworn denial of notice	Historical foundation for the burden-of-proof analysis
Abdul Karim v Muhammad Shafi and another J03	1973 SCMR 225	SC/1973	Seller's prerequisite obligations; stipulated damages do not exclude performance	Approved in Syed Arif Shah
Ali Muhammad Khan (represented by his heirs) v Riazuddin Khera J04	PLD 1981 Karachi 170	SHC/1981	Mere inadequacy of price does not justify refusal	Expressly approved by the Supreme Court in Haji Muhammad Sadiq
Mst Ghulam Bibi v Sarsa Khan J05	PLD 1985 SC 345	SC/1985	Amendment to seek performance on the same underlying transaction	Explains permissible amendment without an automatic limitation exemption

Case	Citation	Court/Year	Main legal principle	Why it matters
Syed Arif Shah v Abdul Hakeem Qureshi J06	PLD 1991 SC 905	SC/1991	Judicial discretion; land presumption; alternative damages	Leading explanation of sections 12, 20 and 22
Bashir Ahmad v Muhammad Yousaf through Legal Heir J07	1993 SCMR 183	SC/1993	Proof of a concluded oral sale agreement	Distinguishes the contract from its corroborating receipt
Razia Sultana Bano v Muhammad Sharif J08	1993 SCMR 804	SC/1993	No selective enforcement outside sections 14-16	Applies Wali; later distinguished in Haji Muhammad Sadiq
Haji Muhammad Sadiq v Haji Syed Muhammad Sharif J09	1997 SCMR 1994	SC/1997	Section 15 waiver; enforcement of vendor's available half-share	Distinguishes Razia Sultana Bano; approves Ali Muhammad Khan
Mst Rasheeda Begum v Muhammad Yousaf J10	2002 SCMR 1089	SC/2002	Attestation and proof of written future financial obligations	Registration observations must be read with later local amendments
Hafiz Tassaduq Hussain v Muhammad Din through Legal Heirs J11	PLD 2011 SC 241	SC/2011	Mandatory attesting-witness proof; scribe's limited role	Followed in Farid Bakhsh
Hafiz Tassaduq Hussain v Lal Khatoon J12	PLD 2011 SC 296	SC/2011	Initial onus on subsequent transferee; evidential burden can shift	Approved and applied in Gulzar Ahmad
Haji Abdul Karim v Messrs Florida Builders (Pvt) Ltd J13	PLD 2012 SC 247	SC/2012	Article 113: fixed date and refusal are separate limitation limbs	Applied in Asmat Ara in 2026
Bagh Ali v Mst Ayesha J14	2013 SCMR 551	SC/2013	A purchaser during litigation takes subject to its result	Applies lis pendens to specific-performance litigation
Liaqat Ali Khan v Falak Sher J15	PLD 2014 SC 506	SC/2014	Contractual default and conduct can defeat discretionary relief	Reaffirmed in later Supreme Court decisions
Farid Bakhsh v Jind Wadda J16	2015 SCMR 1044	SC/2015	Article 79 cannot be bypassed by producing only the scribe	Rejects a contrary High Court approach as per incuriam
Muhammad Abdur Rehman Qureshi v Sagheer Ahmad J17	2017 SCMR 1696	SC/2017	Unexplained delay, financial default and market escalation	Qualifies mechanical reliance on time not being essential
Hamood Mehmood v Mst Shabana Ishaque J18	2017 SCMR 2022	SC/2017	Failure to comply with a balance-price deposit order	Broad deposit language later confined to its context in Meer Gul
Muhammad Asif Awan v Dawood Khan J19	2021 SCMR 1270	SC/2021	Extension and delayed compliance with a deposit order	Rejects mechanical dismissal without assessing the order and explanation
Gulzar Ahmad v Muhammad Aslam J21	2022 SCMR 1433	SC/2022	Section 27(b) purchaser protection; proof of good faith and lack of notice	Applies the earlier Hafiz Tassaduq Hussain burden rule

Case	Citation	Court/Year	Main legal principle	Why it matters
Ijaz ul Haq v Mrs Maroof Begum Ahmed J23	PLD 2023 SC 653; 2023 SCP 269	SC/2023	Readiness; disclosed principal as necessary defendant; late joinder	Integrates pleading, agency and limitation rules
Haji Ghulam Rasool and another v Shah Nawaz J24	PLJ 2024 SC 61	SC/2024	No fixed date: prove when refusal became known	The agreement date alone does not determine limitation
Masood Ahmad Bhatti and another v Khan Badshah and another J25	2024 SCMR 168; 2023 SCP 378	SC/2024	Pay orders and seller's failure to obtain the required permission	Applies readiness in the setting of reciprocal promises
Meer Gul v Raja Zafar Mehmood through Legal Heirs J26	2024 SCMR 1496; 2024 SCP 217	SC/2024	No universal statutory requirement of deposit when filing suit	Reconciles Hamood Mehmood and other deposit decisions
Zeeshan Pervez (Late) through his Legal Heirs v Muhammad Nasir J27	2025 SCMR 495; 2024 SCP 409	SC/2025	Seller's mortgage/NOC obligations; contextual assessment of deadline	Contrasts seller-caused non-completion with purchaser default
Amjad Javed v Maqsood Ahmad J28	2026 SCP 205; Civil Appeals 173-L/2020 and 284-L/2020	SC/2026	Essential deadline, prolonged default and disobedience of deposit orders	Recent application of conduct-based refusal
Bashir Ahmad v Javed Iqbal; Javed Iqbal v Muhammad Saleem J29	Civil Petitions 1971/2022 and 2395/2022; unreported order	SC/2026	Severable plot obligations; admission and separate proof of execution	Recent factual application rather than abolition of sections 14-17
Ms Asmat Ara and another v Ms Inayat Begum (deceased) J30	2026 SHC KHI 1366; HCA 16/2018	SHC/2026	Fixed-date limitation; tenant possession is not automatically part performance	Applies Florida Builders; distinguishes title from possession protection
Muhammad Atif v Hassan Associates Ltd J31	2026 SHC KHI 1528; II Appeal 130/2019	SHC/2026	Inflation and long retention of money when monetary relief alone survives	Case-specific compensation; no universal refund multiplier
Mst Kaneeza Bibi v Sabir Hussain J33	PLD 2023 Lahore 380	LHC/2023	Direct evidence of disputed payment; revenue entries do not replace proof	Applies Supreme Court evidence principles to an agreement relied on in a title dispute

Five Cases Every Lawyer Should Know on Specific Performance

1. Syed Arif Shah v Abdul Hakeem Qureshi - PLD 1991 SC 905. This is a starting point for the relationship between the statutory land presumption, stipulated damages and principled discretion. It prevents the damages clause or an alternative prayer being treated as an automatic defeat of performance. [J06](#)
2. Hafiz Tassaduq Hussain v Muhammad Din - PLD 2011 SC 241. This authority concerns the proof needed for an attested agreement and the distinction between a scribe and an attester. A substantively plausible transaction can still fail if mandatory execution evidence is absent. Farid Bakhsh reinforces the rule. [J11](#), [J16](#)

3. Haji Abdul Karim v Florida Builders - PLD 2012 SC 247. It separates Article 113's fixed-date and refusal limbs. The difference between a contractual deadline and time being essential does not permit a claimant to choose a later limitation starting point. [J13](#)
4. Hafiz Tassaduq Hussain v Lal Khatoon - PLD 2011 SC 296. This is distinct from the Muhammad Din case. It explains the subsequent transferee's initial burden and the circumstances in which the evidential burden shifts. Read it with Gulzar Ahmad rather than reducing it to "denial proves good faith". [J12](#), [J21](#)
5. Meer Gul v Raja Zafar Mehmood - 2024 SCMR 1496. It resolves a recurring procedural misconception about immediate deposit. It preserves the demand for readiness while distinguishing a universal filing prerequisite from breach of an actual court direction and the power to extend time. [J26](#)

Conclusion

A strong specific-performance case connects a proved and enforceable contract to timely proceedings, actual capacity to perform, the seller's transferable interest and a properly framed decree. The defence must confront those same links, including the legal basis for any subsequent purchaser's protection.

The older authorities remain essential, while recent decisions refine their application to deposit orders, modern property markets, severability and monetary relief. The governing approach requires the contract's precise terms, the statutory route and the proved chronology to be considered together.

Primary Sources and Judgment Links

Research and verification note. Statutory references were checked against the sources below, including the separate ICT Gazette amendment and the Punjab consolidation. Full judgment text or PDF was inspected for the substantive authorities except the expressly identified historical-through-later-judgment source J01 and digest-based source J28. Dates omitted below were not independently established; a reporting year has not been substituted for a judgment date. No foreign judgment is relied upon as binding Pakistani authority. No directly relevant Federal Constitutional Court authority was verified in the accessible material. This register does not certify the absence of every later distinction or territorial amendment.

Statutes and procedural sources

- Specific Relief Act, 1877: [Pakistan Code PDF](#). Read the operative provincial/territorial version where applicable.
- Limitation Act, 1908: [Pakistan Code PDF](#), especially Article 113 and sections 9, 19 and 22.
- Contract Act, 1872: [Lahore High Court statutory PDF](#); [Pakistan Code statutory entry](#); [section 55 transcription](#) for convenient comparison with the official text.
- Transfer of Property Act, 1882: [Pakistan Code PDF](#), especially sections 3, 44, 52, 53A, 54 and 55.
- Registration Act, 1908: [Pakistan Code PDF](#). The ICT-specific amendment in this compilation must not be presented as uniformly provincial.
- Registration (Amendment) Act, 2022, XXXVIII of 2022: [Original Gazette PDF via National Assembly](#), assent 29 December 2022; expressly applicable to ICT.
- Punjab Registration Act consolidation, including Act XXVI of 2018: [FAO-hosted statutory PDF](#); [Lahore High Court-hosted consolidation](#). The latter was intermittently inaccessible; the amendment

footnotes were cross-checked in the available consolidation.

- Qanun-e-Shahadat Order, 1984: [Pakistan Code PDF](#).
- Code of Civil Procedure, 1908: [Pakistan Code PDF](#), subject to applicable local amendments.
- Stamp Act, 1899: [Pakistan Code PDF](#); current provincial schedules and amendments must be applied.
- Court-Fees Act, 1870, section 7: [Section transcription and official-source reference](#). Read with the Suits Valuation Act, 1887, section 8, and the relevant local enactments.
- Suits Valuation Act, 1887: [KP Code statutory PDF](#), especially section 8, subject to applicable local amendments.
- Electronic Transactions Ordinance, 2002: [Pakistan Code PDF](#), especially section 31.

Judgments: full titles, citations, courts, dates and source qualifications

J01. Wali and others v Manak Ali and others - PLD 1965 SC 651; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#). Original judgment not retrieved; title, citation and principle verified through the later Supreme Court judgment J08.

J02. Mst Khair-ul-Nisa and 6 others v Malik Muhammad Ishaque and 2 others - PLD 1972 SC 25; Supreme Court; 18 November 1971. [Judgment text or identified alternative source](#).

J03. Abdul Karim v Muhammad Shafi and another - 1973 SCMR 225; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#). Database URL contains an OCR error in the respondent's name; Muhammad Shafi is verified by the later Supreme Court citation in J06.

J04. Ali Muhammad Khan (represented by his heirs) v Riazuddin Khera - PLD 1981 Karachi 170; Sindh High Court; 4 November 1980. [Judgment text or identified alternative source](#).

J05. Mst Ghulam Bibi and others v Sarsa Khan and others - PLD 1985 SC 345; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).

J06. Syed Arif Shah v Abdul Hakeem Qureshi - PLD 1991 SC 905; Supreme Court; 8 May 1991. [Judgment text or identified alternative source](#).

J07. Bashir Ahmad v Muhammad Yousaf through Legal Heir - 1993 SCMR 183; Supreme Court; 8 November 1992. [Judgment text or identified alternative source](#).

J08. Razia Sultana Bano and others v Muhammad Sharif and others - 1993 SCMR 804; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).

- J09. Haji Muhammad Sadiq v Haji Syed Muhammad Sharif and others - 1997 SCMR 1994; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).
- J10. Mst Rasheeda Begum and others v Muhammad Yousaf and others - 2002 SCMR 1089; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).
- J11. Hafiz Tassaduq Hussain v Muhammad Din through Legal Heirs - PLD 2011 SC 241; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).
- J12. Hafiz Tassaduq Hussain v Lal Khatoon and others - PLD 2011 SC 296; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).
- J13. Haji Abdul Karim and others v Messrs Florida Builders (Pvt) Ltd - PLD 2012 SC 247; Supreme Court; 30 September 2011. [Judgment text or identified alternative source](#).
- J14. Bagh Ali v Mst Ayesha and others - 2013 SCMR 551; Supreme Court; 22 November 2012. [Judgment text or identified alternative source](#).
- J15. Liaqat Ali Khan and others v Falak Sher and others - PLD 2014 SC 506; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).
- J16. Farid Bakhsh v Jind Wadda and others - 2015 SCMR 1044; Supreme Court; 30 March 2015. [Judgment text or identified alternative source](#).
- J17. Muhammad Abdur Rehman Qureshi v Sagheer Ahmad - 2017 SCMR 1696; Supreme Court; Exact date omitted because accessible metadata conflicts. [Judgment text or identified alternative source](#).
- J18. Hamood Mehmood v Mst Shabana Ishaque and others - 2017 SCMR 2022; Supreme Court; 25 August 2017. [Judgment text or identified alternative source](#).
- J19. Muhammad Asif Awan v Dawood Khan and others - 2021 SCMR 1270; Supreme Court; 27 April 2021. [Judgment text or identified alternative source](#).
- J20. Bahar Shah and others v Manzoor Ahmad - 2022 SCMR 284; Supreme Court; 14 October 2021. [Judgment text or identified alternative source](#).
- J21. Gulzar Ahmad and others v Muhammad Aslam and others - 2022 SCMR 1433; Supreme Court; 20 August 2021. [Judgment text or identified alternative source](#).

J22. Messrs DW Pakistan (Private) Ltd, Lahore v Begum Anisa Fazl-i-Mahmood and others - 2023 SCMR 555; 2023 SCP 25; Supreme Court; Date not independently verified. [Judgment text or identified alternative source](#).

J23. Ijaz ul Haq v Mrs Maroof Begum Ahmed and others - PLD 2023 SC 653; 2023 SCP 269; Supreme Court; 16 August 2023. [Judgment text or identified alternative source](#).

J24. Haji Ghulam Rasool and another v Shah Nawaz and others - PLJ 2024 SC 61; Supreme Court; 2 November 2023. [Judgment text or identified alternative source](#).

J25. Masood Ahmad Bhatti and another v Khan Badshah and another - 2024 SCMR 168; 2023 SCP 378; Supreme Court; 16 November 2023. [Judgment text or identified alternative source](#). Official PDF (access restricted during research).

J26. Meer Gul v Raja Zafar Mehmood through Legal Heirs and others - 2024 SCMR 1496; 2024 SCP 217; Supreme Court; 4 April 2024. [Judgment text or identified alternative source](#).

J27. Zeeshan Pervez (Late) through his Legal Heirs v Muhammad Nasir - 2025 SCMR 495; 2024 SCP 409; Supreme Court; 21 May 2024. [Judgment text or identified alternative source](#).

J28. Amjad Javed v Maqsood Ahmad and others (and connected appeal) - 2026 SCP 205; Civil Appeals 173-L/2020 and 284-L/2020; Supreme Court; 14 May 2026. [Judgment text or identified alternative source](#). Official PDF (access restricted during research). Official PDF access was blocked. Date and case identity corroborated; treatment here is limited to the dated Mandviwalla & Zafar digest, pages 6-8. No quotation or exhaustive ratio/treatment claim is made.

J29. Bashir Ahmad v Javed Iqbal and others; Javed Iqbal v Muhammad Saleem and others - Civil Petitions 1971/2022 and 2395/2022; unreported order; Supreme Court; 17 July 2026. [Judgment text or identified alternative source](#). Six-page copy inspected in full; caption spelling used. No unverified reported citation supplied. Both leave petitions were dismissed.

J30. Ms Asmat Ara and another v Ms Inayat Begum (deceased) and others - 2026 SHC KHI 1366; HCA 16/2018; Sindh High Court; 29 June 2026. [Judgment text or identified alternative source](#). Court database identifier, not an invented law-report citation.

J31. Muhammad Atif v Hassan Associates Ltd and others - 2026 SHC KHI 1528; II Appeal 130/2019; Sindh High Court; 7 August 2026. [Judgment text or identified alternative source](#). Court database identifier. Specific performance had already failed; the surviving appeal concerned monetary enhancement.

J32. Mst Johan Bano and others v Mehraban Shah and others - 2024 SCMR 1096; 2024 SCP 137; Supreme Court; 15 April 2024. [Judgment text or identified alternative source](#).

J33. Mst Kaneeza Bibi and 4 others v Sabir Hussain and 3 others - PLD 2023 Lahore 380; Lahore High Court; 4 October 2022. [Full judgment text](#). Declaratory litigation; used here only for its evidence analysis.

Official retrieval routes: [Supreme Court judgments search](#) and [Sindh High Court case-law portal](#). For older judgments where an official scan could not be retrieved, the linked full-text legal database is the accessible alternative. Check the printed reporter or certified copy when using a passage in pleadings. Decision dates and case numbers, rather than shortened party names alone, help locate the correct judgment.