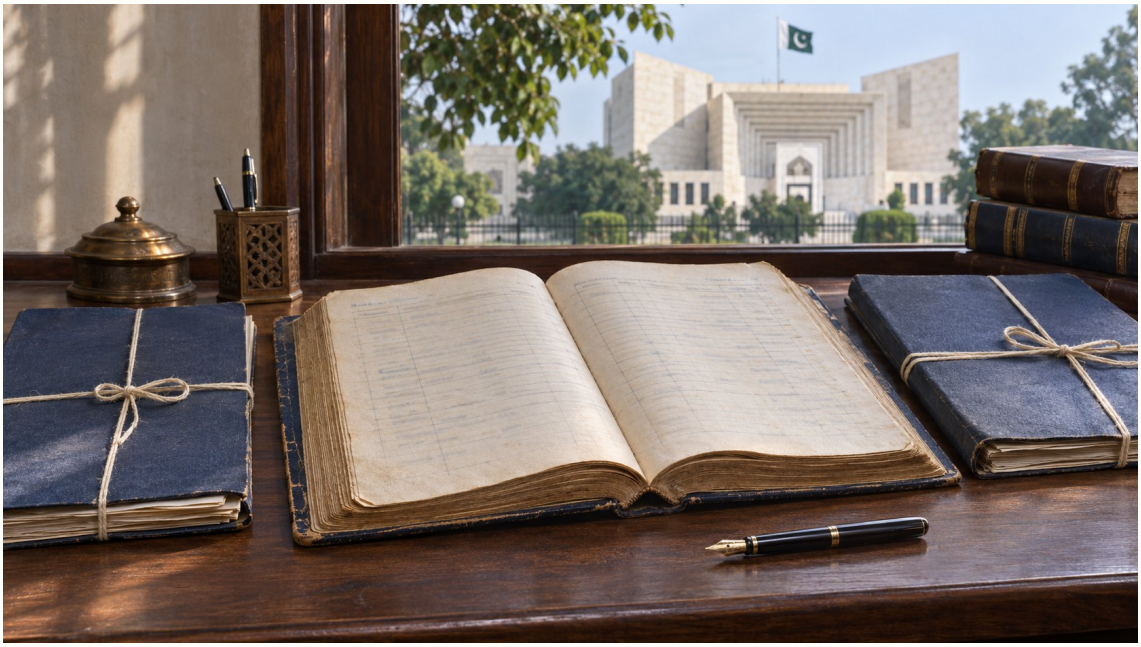
CASE ANALYSIS

Supreme Court Restores Four Sale Decrees After Power of Attorney Forgery Claim Fails

The heirs' challenge failed under Order VI Rule 4 CPC. The Supreme Court found that witnesses and registration records proved execution of the power of attorney and that the buyers separately proved their sale agreements.

C.P.L.A. Nos. 1917-L to 1921-L of 2015 · Decided 6 April 2026

By Shahbaz Shah · Download judgment PDF · Judgment page



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Four buyers agreed to buy land under agreements signed by Shah Zaman's registered attorney, Aftab Ahmad. Shah Zaman's heirs later alleged that the power of attorney was forged and sought to cancel the instrument and the agreements. The Supreme Court restored the trial court's four decrees for specific performance and its dismissal of the heirs' cancellation suit. Justice Naeem Akhter Afghan wrote the order of 6 April 2026 for a bench that also included Justice Shahid Waheed. Paragraphs 1–3 and 12–14.

The dispute that reached the Supreme Court

Shah Zaman executed the general power of attorney on 24 September 1992 and registered it before the Sub-Registrar, Sargodha, on 27 October 1992. The four agreements to sell were concluded between November 1992 and July 1993, during his lifetime. He died on 28 August 1993. The trial court decreed the buyers' suits and dismissed the heirs' separate cancellation suit on 3 October 2005. The appellate court reversed those results in April 2006, and the Lahore High Court left that reversal in place in May 2015. Paragraphs 1–3.

What proved execution of the power of attorney

The stamp vendor identified the entry for the stamp paper issued to Shah Zaman. The deed writer said he prepared the document on Shah Zaman's instructions and saw him sign it with the attesting witnesses present. One of those witnesses testified, and the Sub-Registrar confirmed that Shah Zaman appeared personally to register it. The Supreme Court found the accounts supported each other and established that Shah Zaman had executed the instrument. Paragraph 7.

Other transactions under the same authority remained unchallenged. They included a gift of nine kanals to the daughter who disputed the power of attorney, a sale of 21 marlas and a mortgage to obtain a loan. Those transactions formed part of the record the Court considered alongside the direct testimony. Paragraphs 4–7.

What a civil fraud pleading must contain

Order VI Rule 4 of the Code of Civil Procedure, 1908, requires a party relying on fraud or misrepresentation to plead particulars, with dates and items where necessary. The Court applied the civil standard of proof on the balance of probabilities. The heirs brought a general allegation of forgery without explaining the circumstances of the supposed fraud or producing convincing evidence to substantiate it. They also failed to rebut the presumption of regularity of official acts under Article 129(e) of the Qanun-e-Shahadat Order, 1984. Paragraphs 8–11.

Why the sale agreements were enforced

Proving the power of attorney resolved the attorney's authority. The buyers still had to prove that the four sale agreements had been lawfully executed for consideration. The Court found that they had done so and restored the trial court's judgments and decrees. It granted leave, converted the five connected petitions into appeals and allowed them without an order as to costs. Paragraphs 12–14.

Frequently asked questions

What does Order VI Rule 4 CPC require in a fraud claim?

The pleading must set out the particulars of the alleged fraud. Dates and details must be stated where necessary, and the party making the allegation must then prove it. Paragraphs 8–10.

Which evidence established the power of attorney in this case?

The stamp vendor's record, the deed writer's testimony, an attesting witness and the Sub-Registrar's evidence that Shah Zaman appeared personally for registration. Paragraph 7.

Can the presumption of regularity of registration be rebutted?

Yes. Article 129(e) concerns the regularity of official acts. The Court found that the heirs' evidence failed to rebut the presumption on this record. Paragraph 11.

Why were the four sale agreements specifically enforced?

The buyers proved lawful execution of the agreements for consideration. The Court restored the decrees in their favour and the dismissal of the heirs' cancellation suit. Paragraphs 12–14.